

# THE CITY OF NORFOLK



To the Honorable Council  
City of Norfolk, Virginia

March 8, 2022

**From:** Richard Broad  
Director of Public Works

**Subject:** Cox Communications Franchise Agreement

**Reviewed:**

**Ward/Superward:** Citywide

Patrick Roberts, Deputy City Manager

**Approved:**

Dr. Larry H. Filer II, City Manager

**Item Number:** R-5

- I. **Recommendation:** Approve ordinance authorizing amendment of Cox Cable franchise agreement.
- II. **Applicant:** Cox Communications Hampton Roads, LLC
- III. **Description:** This agenda item is an ordinance authorizing the City Manager to enter into an amended franchise agreement with Cox Communications.
- IV. **Analysis:** In July of 2021, the City granted a cable television franchise to CMN-RUS, Inc. d/b/a Metronet for the provision of cable television services. This franchise agreement negotiated by Metronet included various provisions which Cox now seeks to include in its franchise agreement with the City. State and federal law require that all cable television franchisees be granted the same provisions in their franchise agreements. This amendment would render Cox' franchise agreement equivalent to that granted to Metronet. The amendments are limited to an acknowledgment of changes in federal law related to cable television franchise agreements and to bonding requirements and remedial actions available to the City in the event of deficient provision of services by the franchisee, none of which have been invoked by the City during the seventeen-year tenure of the current franchise agreement with Cox.
- V. **Financial Impact:** There are no changes to the franchise and Educational/Government Grant (EG) fees payable by Cox under their current franchise agreement.

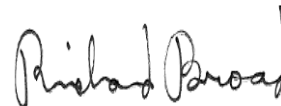
- VI. **Environmental:** The amendments do not include any reduction in Cox' obligation to satisfy all permitting and other requirements related to its provision of cable television services in the City.
- VII. **Community Outreach/Notification:** The amendments do not affect the provision of cable television services to the public. Cox representatives will be present to address any questions about the amendments.
- VIII. **Board/Commission Action:** N/A
- IX. **Coordination/Outreach:** This letter and ordinance have been coordinated with the Department of Public Works and the City Attorney's Office

**Supporting Material:**

- Cox Amended Franchise Agreement March 2022 (PDF)

Form and Correctness Approved: *BAP*

Contents Approved:

By: \_\_\_\_\_  
Office of the City AttorneyBy: \_\_\_\_\_  
DEPT. Public Works

NORFOLK, VIRGINIA

---

**Ordinance No.**

AN ORDINANCE AUTHORIZING THE AMENDMENT OF THE CABLE TELEVISION FRANCHISE BETWEEN THE CITY AND COX COMMUNICATIONS HAMPTON ROADS, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT TO THE FRANCHISE AGREEMENT ON BEHALF OF THE CITY.

- - -

WHEREAS, on or about January 10, 2005, the City of Norfolk, Virginia ("City") granted a Cable Television Franchise ("Franchise") to Cox Communications Hampton Roads, LLC ("Cox") which remains in full force and effect; and

WHEREAS, the City and Cox desire to amend the Franchise agreement so as to render it consistent with the City's current requirements for cable television franchises; now, therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the City Manager is hereby authorized to enter into an amended Franchise agreement between the City of Norfolk and Cox Communications Hampton Roads, LLC substantially in the form attached hereto as Exhibit A, and do all things necessary and proper to carry out its terms.

Section 2:- That this ordinance shall be in effect from and after its adoption.

**AMENDED AND RESTATED**

**FRANCHISE AGREEMENT BETWEEN**

**COX COMMUNICATIONS HAMPTON ROADS, LLC**

**AND**

**THE CITY OF NORFOLK**

**FOR THE**

**PROVISION OF A CABLE TELEVISION SYSTEM**

**March 8, 2022**

## TABLE OF CONTENTS

<b>Section 1. Statement of Intent and Purpose.....</b>	<b>1</b>
<b>Section 2. Short Title.....</b>	<b>1</b>
<b>Section 3. Definitions. ....</b>	<b>1</b>
<b>Section 4. Grant of Authority and General Provisions. ....</b>	<b>5</b>
<b>Section 5. System Design Provisions.....</b>	<b>7</b>
<b>Section 6. Service Provisions.....</b>	<b>10</b>
<b>Section 7. Construction Provisions.....</b>	<b>18</b>
<b>Section 8. Operation and Administration Provisions. ....</b>	<b>24</b>
<b>Section 9. Consumer Protection Provisions.....</b>	<b>26</b>
<b>Section 10. General Financial and Insurance Provisions.....</b>	<b>30</b>
<b>Section 11. Foreclosure, Receivership and Abandonment.....</b>	<b>40</b>
<b>Section 12. Removal, Transfer and Purchase.....</b>	<b>41</b>
<b>Section 13. Rights of Individuals Protected.....</b>	<b>43</b>
<b>Section 14. Miscellaneous Provisions. ....</b>	<b>43</b>
<b>Section 15. Time of Acceptance and Exhibits.....</b>	<b>46</b>
<b>EXHIBIT A GOVERNMENTAL/EDUCATIONAL TRANSPORT.....</b>	<b>A-1</b>
<b>EXHIBIT B SERVICE TO PUBLIC AND PRIVATE BUILDINGS.....</b>	<b>B-1</b>
<b>EXHIBIT C FRANCHISE FEE PAYMENT WORKSHEET .....</b>	<b>C-1</b>

This Franchise Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2018 between the CITY OF NORFOLK, Virginia, a municipal corporation chartered by the Commonwealth of Virginia (“the CITY”) and COX COMMUNICATIONS HAMPTON ROADS, LLC (“GRANTEE”).

**WITNESSETH THAT:**

The parties hereby agree as follows:

**Section 1. Statement of Intent and Purpose.**

The City intends, by the adoption of this Franchise, to bring about the further development of a Cable System and the continued operation of it. The development and operation of a Cable System can contribute significantly to meeting the communications needs and desires of the many individuals, associations and institutions of the City and the public generally.

**Section 2. Short Title.**

This ordinance shall be known and cited as the “City of Norfolk Cable Television Franchise Ordinance.” Within this document it shall also be referred to as “this Franchise” or “the Franchise.”

**Section 3. Definitions.**

For the purpose of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words, used in the present tense include the future tense words in the plural number include the singular number and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

3.01 “Affiliate” when used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

3.02 “Basic Cable Service” means any Service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with. 47 U.S.C. § 543 (b)(7).

3.03 “Cable Act” means Title VI of the Communications Act of 1934 (47 U.S.C. § 521, et seq.) and any amendments thereto.

3.04 “Cable Service” or “Service” means (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber

interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service. Cable Service as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(6).

3.05 “Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the FCC.

3.06 “City” means the City of Norfolk, a municipal corporation in the State of Virginia.

3.07 “City Code” means the Code of the City of Norfolk, Virginia.

3.08 “Demarcation Point” shall be a point agreed upon by Grantee and the City up to twelve (12) inches inside the building wall and consistent with Grantee’s direction of approach to the building, consistent with the FCC’s rules as of the Effective Date of this Franchise or as later amended. For purposes of EG upstream feeds, a Demarcation Point shall be the point at which the equipment owned by the EG origination site interconnects with Grantee’s wiring and electronics.

3.09 “Drop” means the cable that connects the Subscriber terminal to the nearest feeder cable of the System.

3.10 “Effective Date” means this Franchise shall be effective on \_\_\_\_\_, 2018, subject to applicable law.

3.11 “EG” means educational and governmental.

3.12 “FCC” means the Federal Communications Commission or a designated representative.

3.13 “Force Majeure” means an event or events reasonably beyond the ability of the Grantee to anticipate and control. “Force majeure” includes, but is not limited to, acts of God, incidents of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, or tornadoes, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which the Grantee’s facilities are attached or to be attached or conduits in which the Grantee’s facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary. In the event that any such delay in performance or failure to perform affects only part of Grantee’s capacity to perform, Grantee shall perform to the maximum extent it is able to perform. Grantee shall take all reasonable steps within its power to comply with all franchise obligations in as expeditious a manner as possible as soon as such Force Majeure event(s) have been resolved.

3.14 “Franchise” means this franchise ordinance and the regulatory and contractual relationship established hereby.

3.15 “Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted.

3.16 “Grantee” means Cox Communications Hampton Roads, LLC, its agents, employees, lawful successors, transferees or assignees.

3.17 “Gross Revenues” means all revenue, as determined in accordance with generally accepted accounting principles (“GAAP”) that is actually received by the Grantee and derived from the operation of the Cable System to provide Cable Services in the Franchise Area. “Gross Revenue” shall not include: (i) refunds or rebates made to Subscribers or other third parties; (ii) any revenue which is received from the sale of merchandise over home shopping channels carried on the Cable System, but not including revenue received from home shopping channels for the use of the Cable Service to sell merchandise; (iii) any tax, fee, or charge collected by the Grantee and remitted to a governmental entity or its agent or designee, including without limitation a local public access or education group; (iv) program launch fees; (v) directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; (vi) a sale of Cable Service for resale or for use as a component part of or for the integration into Cable Services to be resold in the ordinary course of business, when the reseller is required to pay or collect franchise fees or similar fees on the resale of the Cable Service; (vii) revenues received by any affiliate or any other person in exchange for supplying goods or services used by the Grantee to provide Cable Service; and (viii) revenue derived from services classified as Non-Cable Services under federal law, including, without limitation, revenue derived from telecommunications services and information services, and any other revenues attributed by the Grantee to Non-Cable Services in accordance with rules, regulations, standards, or orders of the Federal Communications Commission.

3.18 “Installation” means the connection of the Cable System from feeder cable to the Demarcation Point.

3.19 “Normal Business Hours” means those hours during which most similar businesses in City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours, at least one (1) night per week and/or some weekend hours.

3.20 “Normal Operating Conditions” means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

3.21 “Other Programming Service” means information that a cable operator makes available to all Subscribers generally.

3.22 “Person” is any Person, firm, partnership, association, corporation, company, limited liability entity or other legal entity, but such term does not include the City.

3.23 “Public Property” means any real property owned by any governmental unit other than a Street.

3.24 “Public Way” means and includes all public Streets and Utility Easements, as those terms are defined herein, now or hereafter held or controlled by the City, but only to the extent of the City’s right, title, interest or authority to grant a franchise to occupy and use such Streets and easements for Cable Systems.

3.25 “Service Interruption” means the loss of picture or sound on one (1) or more Cable Channels.

3.26 “Standard Installation” means any residential Installation which can be completed using a Drop of one hundred fifty (150) feet or less.

3.27 “Street” means the surface of and the space above and below any Street, road, highway, freeway, lane, path, way, alley, court, sidewalk, boulevard, parkway, drive or any easement or right-of-way now or hereafter held by the City which shall, within its proper use and meaning, in the sole opinion of the City, entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to the provision of Cable Service over a Cable System.

3.28 “System” or “Cable System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:

- A. a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
- B. a facility that serves Subscribers without using any public Right-of-Way;
- C. a facility of common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- D. an open video system that complies with 47 U.S.C. § 573; or
- E. any facilities of any electric utility used solely for operating its electric utility systems.

3.29 “Subscriber” means any Person who lawfully receives Cable Service via the System. In the case of multiple office buildings or multiple dwelling units, the “Subscriber” means the lessee, tenant or occupant.

3.30 “Utility Easements” means any easement owned by the City and acquired, established, dedicated or devoted for public utility purposes not inconsistent with telecommunications facilities or the Cable System.

3.31 “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

#### Section 4. **Grant of Authority and General Provisions.**

4.01 Grant of Franchise. Subject to the terms and conditions of this Franchise, the City hereby grants Grantee the right to own, install, construct, reconstruct, operate, maintain, dismantle, test, upgrade, repair, use, and remove a Cable System along, under, over, above, through or across or in any manner connected with the Streets or Public Ways within the Franchise Area, for the sole purpose of providing Cable Service. This Franchise shall grant no authority for Grantee to use the City’s Streets or Public Ways for any purposes other than the provision of Cable Service, except to the extent expressly provided herein, or by federal or state law. The consideration provided by Grantee under this Franchise shall be the only consideration due or required from Grantee to the City for the right to use and occupy the Streets or Public Ways. No reference herein to a Street or Public Way shall be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit Grantee’s use for specific purposes, and Grantee shall be deemed to gain only those rights to use that are within the City’s power to convey. No privilege or power of eminent domain is bestowed by this grant or by this Franchise. This Franchise does not confer any rights other than as expressly provided herein or as implied under federal, state, or local law.

4.02 Criteria of Selection. The Grantee’s technical ability, financial condition and legal qualifications and ability to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests, were considered and approved by the City in full public proceedings which afforded reasonable notice and a reasonable opportunity to be heard.

4.03 Franchise Term. This Franchise shall be in effect for a period of ten (10) years from the Effective Date, unless sooner renewed, revoked or terminated as herein provided.

4.04 Previous Franchises. Upon acceptance by Grantee as required by Section 15 herein, this Franchise shall supersede and replace any previous ordinance or other authorization granting a franchise to Grantee. Ordinance No. 41,689 (the “Prior Franchise”) is hereby expressly repealed. Grantee shall remain liable for payments of all amounts owed to the City under the Prior Franchise that are accrued but unpaid prior to the Effective Date. The audit provisions and review periods of the Prior Franchise shall continue to apply to any amounts owed the City. The grant of the Franchise shall have no effect on Grantee’s duty under the Prior Franchise to indemnify or insure the City against acts and omissions that occurred during the period that the Prior Franchise was in effect.

4.05 Area Covered. This Franchise is granted for the Franchise Area which shall include any new territory which shall become part of the City.

4.06 Police Powers. All rights and privileges granted herein are subject to the exercise of the police powers of the City and its rights under applicable laws and regulations to reasonably exercise its police powers to their full extent and to regulate Grantee and the construction, operation, and maintenance of Grantee's Cable System. Grantee shall comply with all, applicable general laws and ordinances enacted by the City pursuant to that power.

4.07 Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City Manager or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City:                      City Manager  
    11th Floor, City Hall Building  
    Norfolk, VA 23501

With a non-binding courtesy copy to:

City Attorney  
 900 City Hall  
 810 Union Street  
 Norfolk, Virginia 23510

If to Grantee:                General Manager  
    Cox Communications Hampton Roads, LLC  
    1341 Crossways Boulevard  
    Chesapeake, VA 23320

With a non-binding courtesy copy to:

Cox Communications  
 Attn: Vice President of Government Affairs  
 6205B Peachtree Dunwoody Road  
 Atlanta, Georgia 30328

Recognizing the widespread usage and acceptance of electronic forms of communication, emails will be acceptable as formal notification related to the conduct of general business amongst the parties to this Franchise, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the Person of record as specified above.

Such addresses may be changed by either party upon notice to the other party as provided in this section.

4.08 Franchise Non-exclusive. The Franchise granted herein is non-exclusive. The City reserves the right to grant other franchises, as consistent with state and federal law, for

other uses of the Streets and Public Ways, or any portions thereof, to any Person, or to make any such use itself, at any time, with or without a franchise, but in no event inconsistent with the rights granted herein.

## Section 5. **System Design Provisions.**

### 5.01 Cable System Specifications.

A. The Cable System serving the City shall generally have at least the following characteristics:

1. modern design as of the Effective Date, using an architecture that will permit additional improvements necessary for high-quality and reliable service throughout the Franchise Term, including but not limited to a usable bandwidth of at least 860 MHz;
2. protection against outages due to power failures, so that back-up power is available at a minimum for at least twenty-four (24) hours at each headend, four (4) hours at each hub, and conforming to industry standards, but in no event rated for less than two (2) hours, at each power supply site;
3. facilities and equipment of good and durable quality, generally used in high-quality, reliable systems of similar design;
4. facilities and equipment sufficient to cure violations of FCC technical standards and to ensure that Grantee's Cable System remains in compliance with the standards specified in Section 7.01;
5. such facilities and equipment as necessary to maintain, operate, and evaluate Grantee's Cable System to comply with FCC technical standards, as such standards may be amended from time to time;
6. status monitoring capability to monitor the Cable System's performance, including signal level and distortion parameters, and, among other things, alert Grantee when and where back-up power supplies are being used;
7. all facilities and equipment designed to be capable of continuous twenty-four (24) hour daily operation in accordance with FCC standards except as caused by a Force Majeure condition;
8. all facilities and equipment designed, built, and operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals by a Subscriber;
9. sufficient trucks, tools, testing equipment, monitoring devices, and other equipment and facilities and trained and skilled personnel required to

enable Grantee to substantially comply with applicable law, including applicable customer service requirements and including requirements for responding to Cable System outages;

10. all facilities and equipment required to properly test the Cable System and conduct an ongoing and active program of preventive maintenance and quality control and to be able to quickly respond to Subscriber complaints and resolve Cable System problems;

11. Grantee shall comply with all FCC regulations regarding closed captioning and other regulations applicable to providing services to disabled Subscribers; and

12. All final programming decisions remain the discretion of Grantee in accordance with this Franchise, and further subject to Grantee's signal carriage obligations hereunder and pursuant to 47 U.S.C. § 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545. Location and relocation of the EG Channels shall be governed by Section 6.

5.02 Annexation. Upon the annexation of any additional land area by the City, if the annexed area is not currently served by a cable operator, the Grantee shall expand the Franchise Area at its discretion, provided that (i) the Grantee provides the City with at least ninety (90) days written notice of its intent to extend Service to an additional area within the City; (ii) the additional area to be served is contiguous with the Franchise Area as defined at the time of the notice; (iii) the notice includes a general description of the additional area in writing and a map showing the additional area, in addition to the Franchise Area as then defined; and (iv) the notice includes a general timeframe for the commencement and completion of construction in the additional area.

5.03 Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

5.04 Emergency Requirements. Grantee shall at all times comply with the federal Emergency Alert System ("EAS") regulations, 47 C.F.R. Part 11.

5.05 FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall upon request of City also be filed with City or its designee within ten (10) days of the conduct of such tests.

5.06 Interconnection. Grantee shall design Grantee's Cable System so that it is capable of interconnecting with other like communications networks at suitable locations as determined by Grantee. Interconnection capabilities shall be provided for the exchange of all EG signals designated herein carried on the Cable System. Interconnection of systems may be made by direct fiber connection or other appropriate methods. Such interconnection shall preserve the quality of the EG signals so that there is no significant

degradation between the signals as received by Grantee and the signals as transmitted to the interconnecting system. At the request of the City, Grantee shall, to the extent permitted by applicable law and Grantee's contractual obligations to third parties, enter into negotiations with other franchised Cable Systems in the City and adjacent Cable Systems regarding interconnecting public, educational, and governmental access Channels, as applicable. All decisions regarding whether to interconnect and the terms and conditions of any such interconnect shall be a matter of agreement between the cable operators involved. Nothing in this Franchise shall determine the extent to which Grantee or the interconnecting system shall bear the costs of interconnection.

5.07 Line Extension.

A. Grantee shall make Cable Service available on the Cable System in accordance with the terms of this Franchise to all residences, businesses, and other structures within the Franchise Area, including multiple dwelling unit buildings, whose owners or occupants request Cable Service. Grantee shall not discriminate between or among any individuals in the availability of Cable Service.

B. Grantee shall construct and operate its Cable System so as to provide Service to all parts of its Franchise Area as provided in this Franchise and having a density equivalent of seven (7) residential units per one-quarter (1/4) cable mile of System, as measured in strand footage from the nearest technically feasible point on the active Cable System trunk or feeder line.

C. Where the density is less than that specified above, Grantee shall inform Persons requesting Service of the possibility of paying for Installation or a line extension and shall offer to provide them with a free written estimate of the cost, which shall be provided within fifteen (15) working days of such a request.

D. Any residential and/or commercial unit located within one hundred fifty (150) feet of the nearest tap on Grantee's System shall be connected to the System at no charge other than the Standard Installation charge. Grantee shall, upon request by any potential Subscriber residing in City beyond the one hundred fifty (150) foot limit, extend Service to such Subscriber provided that the Subscriber shall pay the net additional Drop costs.

E. Grantee may refuse to provide Cable Service: (A) in areas where developments or buildings are subject to exclusive arrangements with other providers; (B) when it is unable pursuant to normal industry practice to obtain necessary programming, real property or other access rights; (C) in developments or buildings to which Grantee is unable to provide Cable Service for technical reasons or which require non-standard facilities that are not available on a commercially reasonable basis; (D) when its prior service, payment, or theft of service history with a Person has been unfavorable; and (E) in areas where the occupied residential household density does not meet the density requirement set forth in this Section 5.07.

F. Under Normal Operating Conditions, if Grantee cannot perform Installations within the times specified in applicable customer standards, the Subscriber may request and is entitled to receive a credit equal to the charge for a Standard Installation. For any Installation that is not a free Installation or a Standard Installation, Grantee shall provide the Subscriber with a written estimate of all charges within fifteen (15) days of a request by the Subscriber. Failure to comply will subject Grantee to appropriate enforcement actions. This section does not apply to the introduction of new products and Services when Grantee is utilizing a phased introduction.

## Section 6. **Service Provisions.**

### 6.01 Educational and Governmental Access.

A. Except as otherwise provided herein, or by agreement between Grantee and the City, Grantee shall provide any EG Channels as part of Basic Cable Service throughout the life of the Franchise. If there is no Basic Cable Service, Grantee shall provide the EG Channels as part of the service provided to every Subscriber, at no additional charge to Subscribers or the City. If Channels are selected through a menu system, the EG Channels shall be displayed as prominently as commercial programming choices offered by Grantee. Grantee shall provide the EG Channels with the same functionality that it provides for commercial Channels, except for the limitations specified in 6.04(I) and viewership tracking capabilities.

B. Grantee shall provide three (3) standard definition (“SD”) Channels to the City to air non-commercial educational and governmental (“EG”) access programming and any other non-commercial programming, consistent with Section 611 of the Cable Act (47 U.S.C. §531) at the City’s sole discretion. The City shall have sole discretion to determine the users of these EG Channels. Notwithstanding anything to the contrary, Grantee shall be permitted to use any specially designated EG Channels for the provision of other Services if such Channels are not being used for the purposes designated. Grantee shall provide a minimum of one hundred twenty (120) days advance written notice to the City should Grantee seek to utilize any EG Channels not being used for the purposes designated. Subject to the discretion of the City, the City may develop rules and procedures under which the Grantee’s permitted use of the EG Channels shall cease.

C. EG Channels and programming may be delivered by City to Grantee in SD, high definition (“HD”) format, or Advanced Format as set forth herein. Grantee shall provide, free of charge to the City, all necessary transmission equipment from the Demarcation Point and throughout Grantee’s distribution system, in order to deliver the EG Channels to Subscribers. EG Channel signals delivered in HD format to Grantee shall not require Grantee to deliver such HD signals to Subscribers except as set forth in this Section 6.

D. The parties hereby acknowledge that the EG Channels origination locations currently have only analog video production capabilities and provide the Grantee an analog signal from the following locations (“Analog Origination Locations”):

1. City Hall, 810 Union Street, Norfolk, VA 23510
2. Norfolk Public Schools Administration Building, 800 E. City Hall Avenue, Norfolk, VA 23510
3. WHRO, 5200 Hampton Boulevard, Norfolk, VA 23508

The logical diagram of the current Grantee’s EG transport is provided as Exhibit A. The Grantee shall maintain the above transport links to the Analog Origination Locations pursuant to the applicable requirements specified in Section 6.03.

E. If, at any time during the term of this Franchise, Grantee enters into a written agreement with any other local franchising authority in the Hampton Roads region to utilize the Cable System for public service announcements or local EG promotion on commercial Channels, Grantee will allow the City to utilize the Cable System for the City’s public service announcements or local EG promotion on the equivalent terms and conditions.

#### 6.02 Digital Migration Plan.

A. The City at its own expense, including the Norfolk Public Schools (“NPS”), plan to migrate to a digital platform with a new origination point for the two (2) Government Channels to be located at WHRO and the existing Educational Channel located at NPS Administration Building (together the “Digital Migration Plan”). The City and NPS shall be responsible for all production equipment and any routing equipment necessary to provide a single digital signal feed for each Channel into the Grantee’s digital transport link located at the WHRO facility and the NPS Administration Building.

B. The City shall provide the Grantee written notice one hundred eighty (180) days in advance of when the City or NPS will complete such upgrades and are prepared to implement the Digital Migration Plan, resulting in the provision of digital signals for each of the EG Channels in an SDI format, or in another industry-standard format mutually agreed upon in writing by the parties, into the Grantee’s digital transport links located at the WHRO facility and the NPS Administration Building (“Digital Migration Plan Notice”).

C. Upon receipt of the Digital Migration Plan Notice, the Grantee, at its own expense, shall then upgrade its EG transport to a digital transport, with HD capability within one hundred eighty (180) days.

1. The Grantee shall provide the following digital transport links from:
  - a. City Hall to WHRO;

b. NPS Administration Building to the Grantee's Village Hub;  
and

c. WHRO to the Grantee's Village Hub.

2. The Grantee shall maintain these digital transport links pursuant to the requirements specified in Section 6.03.

3. During the Digital Migration Plan the Grantee shall coordinate with the City's EG providers to minimize interruptions to the EG Channels that result from such implementation.

4. Upon completion of Digital Migration Plan and Grantee's digital transport links, the Grantee requirements specified in Section 6.01(D) shall cease.

D. The Grantee shall remit payment of the EG Grant as specified in Section 6.06B) to WHRO, or to the City or such other entity as may be specified by the City. If the City, in its sole discretion, finds unsatisfactory the origination of the Government Channel by WHRO, then the City may, in its sole discretion, specify a different Government Channel origination point, and the Grantee shall provide the portion of the EG grant to the City or that entity in the same manner as specified herein all as may be specified by the City in its sole discretion.

E. During the term of this Franchise, should the City decide to relocate the current EG Channel origination points specified herein, or request additional EG Channel origination points, the Grantee agrees to pay the first Twenty-Five Thousand Dollars (\$25,000.00) of construction costs for each of the first two (2) new or relocated EG Channel origination points (not to exceed) Fifty Thousand Dollars (\$50,000.00) total). For purposes of this subsection, Grantee's costs shall consist of time and materials, with a reasonable allocation for administrative costs.

F. The City may provide the Grantee written notice to confirm that the City's Government Channel access provider and/or the City's designated Educational Channel access provider (i.e. NPS) have begun to produce programming in an HD format and are prepared to provide HD signals to the Grantee in a format agreed to by the parties ("HD Notice"). In any such HD Notice the City may request up to its two (2) HD Channels for the City's Government Channel access provider and/or one (1) HD Channel for the Educational access provider, whichever is the subject of that HD Notice. In no case shall the total number of requested HD Channels made pursuant to this subsection exceed three (3).

G. Within one hundred twenty (120) days of receipt of the HD Notice, the Grantee shall upgrade the requested Governmental and/or Educational transport to HD, and provide the HD Channel(s) in a switched digital format on its system. The City may provide the HD Notice no sooner than sixty (60) days following the Digital Migration Plan Notice set forth in Section 6.02(B) or at any time thereafter. The Grantee's provision of HD EG Channels on its switched digital platform shall

be made available to Subscribers on the same basis as the Grantee's other switched digital content on Grantee's Cable System. and on the same basis (including any commitments by Grantee regarding Subscriber premises equipment) as the Grantee's provision of other HD EG Channels to other jurisdictions in the Hampton Roads region.

H. Subscribers shall only be required to obtain equipment needed to receive any switched digital HD Channels on the system, and no additional charges shall be required to receive switched digital HD EG Channels. However, nothing in this Agreement shall require the Grantee to provide Subscribers with any equipment needed to view such switched digital HD formats without charge or at reduced rates.

I. Following the implementation of the HD Governmental and/or Educational Channels as set forth in Section 6.02(G), the Grantee will continue to maintain the SD EG Channels required by Section 6.01(B).

#### 6.03 Transport Link Requirements.

A. EG signal transport links provided by Grantee shall include all equipment necessary for amplification, optical conversion, receiving, transmitting, switching, and headend processing of EG transport signals for the transport links specified in this Section 6.

B. All such equipment, including but not limited to the fiber electronics, shall be installed, repaired, and maintained in good working order by Grantee on Grantee's side of the Demarcation Point, provided, however, that Grantee shall not be responsible for the cost of repairing any damage caused by the operator of an EG location or its agents or invitees. Grantee's obligation with respect to such signal transport shall be dependent on the operator of an EG location providing the Grantee, without charge, with such space, electrical power supply, access, and other reasonable facilities and cooperation as shall be necessary to allow Grantee to fulfill its duties under this Franchise with respect to such signal transport. The EG signal transport links may be multiplexed into backbone fiber rings at a hub or node.

C. EG signal transport links shall comply with industry and FCC technical standards for transmission and reception of high-quality HD transport and have no significant deterioration in the quality of EG signals, using dedicated capacity sufficient for high-quality transmission.

D. Grantee will provide headend and distribution facilities for downstream transmission of the EG Channels on the Cable System at no charge to the City or other EG access programmers.

#### 6.04 EG Channels to Subscribers.

A. As of the Effective Date of this Franchise, the EG Channels are located at Channels 46, 47, and 48 of Grantee's Channel line-up. Grantee shall not arbitrarily

or capriciously change EG Channel assignments, and Grantee shall take reasonable steps to minimize the number of such changes. Grantee may change EG Channel assignments as it deems appropriate so long as (i) Grantee gives the City ninety (90) days' notice of such change, and (ii) shall reimburse the City, and/or designated PEG Providers for the reasonable costs incurred by the City or other designated PEG Providers, including, but not limited to, logo modifications, stationery, promotion, and advertising, not to exceed \$5,000 per Channel change.

B. If Channels of certain formats (such as HD) are grouped together in certain ranges of Channel assignments or other similar sets, Grantee shall make reasonable efforts to include the EG Channel assignments in such groupings, so that, for example, a Subscriber who is traversing the series of HD Channels will find any HD EG Channels within that series.

C. Each EG HD Channel shall be displayed on HD set-top boxes with an HD Channel assignment corresponding to the original digital set-top Channel assignment (for example, if HD Channels are shown with four (4) digit numbers and the last two (2) digits are generally the same as the digital Channel number, the HD form of Channel 46 shall be assigned to 1046). If, however, the corresponding HD Channel number for an EG Channel is already assigned to a different Channel, Grantee and the City shall cooperate to determine an appropriate HD assignment for the EG Channel. In that case, if the corresponding HD Channel number should become available, the City may require Grantee to reassign that location to the corresponding EG Channel. Grantee shall notify Subscribers of such relocations.

D. For purposes of this Franchise, HD format shall mean a display resolution of at least one thousand eighty (1,080) lines that is supported by Grantee on the Cable System, including the Grantee Converter device(s) provided to Subscribers for HDTV use.

E. Grantee will ensure that EG Channels are delivered to Subscribers with quality equivalent to that of local major network affiliate broadcast Channels. Grantee shall monitor the EG Channels for technical quality to ensure that the EG Channels meet FCC technical standards including those applicable to the carriage of EG Channels, provided however, that the Grantee is not responsible for the production quality of EG programming productions. The City, or its designee, shall be responsible for the production and quality of all EG access programming. Grantee shall carry all components of the EG Channels including, but not limited to, closed captioning, stereo audio and other elements associated with the programming.

F. If during the term of this Franchise Grantee introduces any advanced video format other than HD on its Cable System ("Advanced Format"), then whenever at least half of the primary video feeds of the commercial programmers carried by Grantee are made available by Grantee to Subscribers in such Advanced Format, the City may provide the Grantee written notice to confirm that the City's Government Channel access provider and/or the City's designated Educational

Channel access provider (i.e. NPS) has the capability to produce, has been producing, and will continue to produce programming in an Advanced Format and is prepared to provide an Advanced Format signal to the Grantee in a format agreed to by the parties. In such notice the City may request one (1) Advanced Format Channel each for the Governmental and/or Educational access provider (up to a total of three (3) Advanced Format EG Channels), whichever is the subject of this notice. The Grantee shall then upgrade the requested Governmental and/or Educational transport to the Advanced Format, and provide an Advanced Format Channel(s) on its system within one hundred twenty (120) days of such written notice.

G. Multiple video feeds from a single commercial programmer that substantially replicate the same programming but are transmitted in different formats (for example, programming transmitted in SD, HD, and an Advanced Format) shall be counted only once for purposes of calculating the share of Advanced Format programming feeds. An EG Channel transmitted in an Advanced Format shall count toward the total of three (3) EG Channels required in this Section 6.01(B). Nothing in this Franchise shall require Grantee to provide Subscribers with any equipment needed to view such Advanced Formats without charge or at reduced rates.

H. The City or its licensees, assigns, or agents shall not transmit commercial programming or commercial advertisements on EG Channels, subject to the following:

1. For purposes of this subsection, “commercial programming or commercial advertisements” shall mean programming or advertisements for which the City receives payment from a third party (a party other than the City or the Grantee), but shall not include visual or audio announcements indicating that programming is sponsored or underwritten by a commercial entity, such as the sponsorship and underwriting announcements typically displayed by the Public Broadcasting System.

2. For purposes of this Section 6.04(H), “the City” shall be deemed to include the NPS.

I. The parties acknowledge that Grantee’s Cable System design and implementation currently will not permit the ability to place EG Channel programming in the Electronic Program Guide (“EPG”) and that the Grantee contracts with a third party or parties to provide its EPG. At any point during the term of the Franchise, should the system design and implementation change such that this ability is now permitted, or should Grantee make available EG Channel programming in the EPG for any jurisdiction within the Hampton Roads region, then Grantee will make available the same EPG functionality on the same terms and conditions to the City, and it shall be the responsibility of the City and/or NPS to provide such detailed program information to the third party entity or entities that produce such listings for the Grantee in accordance with each such entity’s

normal format and scheduling requirements. The Grantee shall not be liable for any errors or omissions caused by such third party. Additional Grantee cost for EPG services incurred as a result of adding City and/or NPS programming information shall be paid by the City and/or NPS.

J. Grantee may distribute EG programming within and without the City's jurisdictional boundaries without further authorization from the City.

K. Grantee shall cooperate in good faith with the City to include EG Channel listings, at Grantee's cost, in any printed programming guide it provides to Subscribers that contains Channel listings of commercial Channels. EG Channels and programming shall be listed in a substantially similar manner and placement to that of commercial Channels, including individual program descriptions, in a nondiscriminatory manner.

L. To the extent the Grantee distributes local commercial Channels to its Subscribers for viewing on mobile devices and Wi-Fi networked devices, the Grantee shall include carriage of EG Channels on the same terms and conditions.

#### 6.05 Remote EG Locations.

A. Subsequent to the provisions in Section 6.02, the Grantee shall assist and cooperate with the City in determining the appropriate fiber connections and equipment necessary for Governmental or Educational access facilities to transmit video programming from remote locations to WHRO, City Hall or to the NPS Administration Building ("Remote EG Locations"). Any costs incurred by the Grantee for such Remote EG Locations shall be paid by the City or NPS.

#### 6.06 EG Capital Grant.

A. Within ninety (90) days following the date upon which the City Council approves this Franchise, Grantee shall collect a per Subscriber, per month fee of seventy cents (70¢) to remit to the City and/or its designee in support of EG capital ("EG Fee"). No sooner than January 1, 2023, and at any time thereafter during the term of this Franchise, the City may, following approval of the City Council, and upon ninety (90) days' advance written notice to Grantee, increase the EG Fee. However, the one-time increase shall not be greater than thirty cents (30¢) and therefore shall not exceed One and No/100 Dollars (\$1.00) per Subscriber, per month.

B. The Grantee shall provide a portion of the EG Fee in the amount of fifty-two cents (52¢) to the entity specified in Section 6.02D) that shall be subtracted from the amount otherwise payable to the City by the Grantee in accordance with Section 6.06A). The City, in its sole discretion, and upon ninety (90) days' advance written notice to Grantee, may change the distribution amount of the EG Fee specified herein.

C. Grantee shall pay the EG Fee to the City and/or its designee quarterly. Such payments shall be made no later than forty-five (45) days following the end of each quarter.

D. Unless specifically permitted by applicable state or federal law, Grantee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the EG Fee.

E. The EG Fee is not part of the Franchise Fee and instead falls within one (1) or more of the exceptions in 47 U.S.C. § 542. The EG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. § 542 or other applicable laws.

#### 6.07 Service to Public Buildings.

A. Grantee shall continue to provide, free of charge and at no cost, Basic Cable Service and the next highest level of Service generally available to all Subscribers (currently known as TV Essential service, or its successor tier, and hereinafter “Complimentary Service”), including all terminal equipment deployed currently provided by Grantee as of the Effective Date of this Franchise, to all of the sites listed on Exhibit B attached hereto. As of the Effective Date, TV Essential service consists of approximately 110 Channels of programming.

B. Throughout the term of this Franchise, the City may request, and Grantee shall provide free of charge and at no cost to the City, one (1) service Drop, one (1) converter or digital transport adapter, and the provision of Complimentary Service to any new public building or any newly constructed governmental or educational building(s) designated by the City. The City or other agency shall pay the incremental cost of such Drop in excess of two hundred (200) feet. For purposes of this subsection, Grantee’s costs shall consist of time and materials, with a reasonable allocation for administrative costs. The recipient of the service will secure any necessary right of entry.

C. The cost of inside wiring, additional drops or outlets, and additional converters requested by the City within these specified facilities, including those drops or outlets in excess of those currently installed, are the responsibility of the City. The Grantee shall not be responsible for any violations of FCC technical standards on the City’s side of the Demarcation Point. After reasonable notice under the circumstances, the Grantee may temporarily disconnect its service to a City site that does not correct such violations of FCC technical standards until such time as such violations are corrected.

D. Notwithstanding anything to the contrary set forth in this section, Grantee shall not be required to provide Complimentary Service to such buildings unless it is technically feasible.

6.08 Institutional Network Services. The Grantee shall provide fiber connectivity and services as specified in the Amendment # 7 to the Commercial Services Agreement attached hereto and incorporated by reference as Exhibit D.

6.09 Acknowledgment.

The City and Grantee acknowledge the FCC Section 621 Order (Third Report and Order in MB Docket No. 05-311 adopted by the FCC on August 1, 2019) (herein “621 Order”). At any time after this Franchise becomes effective, the Grantee may, if Grantee so chooses, provide the City with a written list of “in-kind cable-related contributions” (as that term is defined by the FCC in the 621 Order) that the Franchise requires Grantee to provide (including but not limited to the Complimentary Service requirements and any PEG Transport required by Section 6). Within ninety (90) days of receiving the aforementioned list, the City will notify the Grantee whether, with respect to each identified in-kind cable-related contribution, the Grantee is relieved, or temporarily relieved, of its obligations or is required to comply, subject either to the Grantee taking an offset to the Franchise Fee payments payable under as may be permitted by the 621 Order or to the Grantee and the City agreeing to a separately negotiated charge payable by the City to the Grantee.

In the event the 621 Order is stayed or overturned in whole or in part by action of the FCC or through judicial review, the City and the Grantee will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies. Nothing herein waives the City’s right to enforce Grantee’s compliance with all lawful obligations contained in this Franchise. Both the City and Grantee expressly reserve all rights either party may have now or in the future under applicable law, including the 621 Order, or future rulings of the FCC or any court of competent jurisdiction.

## Section 7. **Construction Provisions.**

7.01 Construction Standards.

A. The construction, operation, maintenance, and repair of Grantee’s Cable System shall be in accordance with the requirements of the City Code and the specifications contained in this Franchise, shall conform to or exceed all applicable FCC technical performance standards, as amended from time to time, and shall be substantially in accordance in all material respects with any other technical performance standards lawfully established by the City and all applicable sections of the following standards and regulations, to the extent that such standards and regulations remain in effect and are applicable to Grantee’s Cable System or to the construction, operation, maintenance, and repair of a Cable System:

1. The City’s Right-of-Way Excavation and Restoration Manual, dated July 16, 2002, as amended February 2, 2017;
2. Occupational Safety and Health Administration (OSHA) Safety and Health Standards, as amended;

3. The most current edition of the National Electrical Safety Code and National Electrical Code;
4. Obstruction Marking and Lighting, AC 70/7460, i.e., Federal Aviation Administration;
5. Construction, Marking, and Lighting of Antenna Structures, Federal Communications Commission Rules Part 17;
6. Bellcore Blue Book Manual of Construction Procedures;
7. AT&T Blue Book Manual of Construction Procedures;
8. SCTE Recommended Practices for Coaxial Cable Construction and Testing;
9. SCTE Recommended Practices for Optical Fiber Construction and Testing;
10. SCTE Measurement Recommended Practices for Cable System;
11. The Virginia Uniform Statewide Building Code;
12. Virginia Department of Transportation rules and regulations;
13. Conditions embodied in Virginia Department of Transportation permits;
14. Department of Public Works and Environmental Services permits and procedures;
15. The National Cable Television Association Standards of Good Engineering Practices; and
16. Other applicable federal, state, or local laws and regulations that may apply to the operation, construction, maintenance, or repair of a Cable System, including, without limitation, local zoning and construction codes and laws and accepted industry practices, all as hereafter may be amended or adopted.

B. All of Grantee's plant and equipment, including but not limited to the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, cable coaxial cable, fixtures and appurtenances shall be installed, located, erected; constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not to endanger or interfere with improvements the City may deem appropriate to make and also to preserve and protect plants and tree improvements in the tree belt and right-of-way

or to interfere in any manner with the rights of any property owner, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic.

C. No construction, upgrade, rebuild, reconstruction, maintenance, or relocation of Grantee's Cable System, or any part thereof, within any Street or Public Way shall be commenced unless permits have been obtained from the City and any other proper officials, except that in case of emergency, Grantee may carry out such work to the extent necessary pending the issuance of such permits, as long as Grantee acts to secure such permits as soon as possible.

D. If requested by the City, Grantee shall participate in an annual meeting with the City to coordinate the construction plans of both parties for the upcoming calendar year in accordance with the City's annual paving program.

#### 7.02 Construction Codes and Permits.

A. In addition to all applicable requirements of the City Code, prior to commencing any (i) significant alteration of the cable plant, (ii) other work that would require a construction permit, or (iii) any work on public property, Grantee shall provide the City with twenty-four (24) hours' prior notice of such work, when possible, so that the City may perform appropriate inspections to ascertain compliance with applicable construction codes and standards. If twenty-four (24) hours' prior notice cannot be furnished, Grantee shall provide the City with the maximum amount of notice feasible under the circumstances. If prior notice cannot be provided before commencing such work in the Streets or other public property, Grantee shall notify the City as soon as possible thereafter. For purposes of this provision, notice shall where appropriate include the exact location of the work proposed or performed, and the date such work will begin.

B. Grantee or other Person acting in its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any Person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including the Virginia Department of Transportation flagging requirements and the Virginia Work Area Protection Manual dated January 2003, as amended May 2005.

C. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law.

D. Grantee shall maintain, repair and keep in good condition for a period of two (2) years following such disturbance all portions of Public Ways disturbed by Grantee, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by Grantee.

E. Immediately after any repair or extension of the System or any portion thereof or any pavement cut by Grantee in any Public Way of the City, the incidental trenches or excavations shall be refilled by Grantee in accordance with the City's Right-of-Way Excavation and Restoration Manual dated July 16, 2002, as amended February 2, 2017. Pavement, sidewalks, curbs, gutters or any other portions of Public Ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by Grantee at its own expense; however, where it is necessary, and if authorized by the City, in order to achieve the former conditions, Grantee shall use materials whose type, specification and quantities exceed or are different from those used in the. Installation, then Grantee at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, Grantee shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the Director of Public Works and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the Director of Public Works.

F. In cases of emergency, including loss of Service to customers, Grantee shall not be required to obtain a permit to effectuate a repair of its System necessary to restore service or otherwise respond the emergency. In such circumstance, Grantee shall immediately notify the City upon commencement of repairs in the Public Ways.

#### 7.03 Location of System; Non-interference.

A. Grantee's System shall be located so as not to interfere with the public safety or with the convenience of Persons using the Public Ways, or otherwise interfere with the construction, location, and maintenance of sewer, water, drainage, electrical, signal, and fiber-optic facilities of the City. The City shall have the right to specifically designate the location of the System of Grantee in the Public Ways so as not to interfere with municipal facilities, such as sewer and water mains, drainage facilities, fiber optic cables, signal poles and lines and similar objects, and other facilities located in the Public Ways, in such a manner as to protect the safety and convenience of Persons using the Public Ways.

B. Grantee shall not open, disturb or obstruct, at any one time, any more of the Public Ways than reasonably may be necessary to enable it to proceed in laying or repairing its System. Neither shall Grantee permit any Public Ways so opened, disturbed or obstructed by it in the, construction, repair or extension of its System to remain open or the Public Way disturbed or obstructed for a longer period of time than reasonably shall be necessary.

#### 7.04 Preservation and Repair of Streets and Property; Trees.

A. Grantee shall comply with all ordinances of the City pertaining to trees and other vegetation.

B. Grantee shall promptly remove or correct any obstruction, damage, or defect in any Public Way which may have been caused by Grantee in the, operation, maintenance or extension of Grantee's System. Any such obstruction, damage, or defect which is not promptly removed, repaired or corrected by Grantee after proper notice so to do, given by the City to Grantee, may be removed or corrected by the City, and the cost thereof shall be charged against Grantee in accordance with Section 42-22 of the City Code. Any expense, cost, or damages incurred for repair, relocation, or replacement to City Water, sanitary sewer, storm sewer, storm drainage, communication facilities or other property resulting from construction or maintenance of Grantee's System shall be borne by Grantee and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by the Grantee to the City. In the alternative and to the exclusion of the remedies set forth herein, the City may invoke other remedies set forth in the City's Right-of-Way Excavation and Restoration Manual dated July 16, 2002, as amended February 2, 2017, in the event of Grantee's failure to comply with the requirements in this section.

C. In the event weather or other conditions do not permit the complete restoration required by this section, the Grantee shall temporarily restore the affected Public Ways or property. Such temporary restoration shall be at the Grantee's sole expense and the Grantee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

7.05 Use of Existing Poles. Grantee shall use, with the owner's permission, existing poles, conduits, and other facilities whenever feasible and consistent with the design of Grantee's Cable System. Grantee may not erect or place poles, conduits, or other facilities in the Public Way without obtaining appropriate permits. Any such permits from the City shall not be unreasonably withheld. The location of any pole, conduit or wire-holding structure of the Grantee on City property or Public Way shall not be a vested right and such poles, conduits or other structures shall be removed or modified by Grantee at its own expense upon such reasonable request of the City.

7.06 Undergrounding of Cable.

A. Grantee shall, at its sole expense, install new facilities underground in those areas designated as underground districts in the City Code, or whenever all new and existing cable, telecommunications, and electrical facilities are located or required to be located underground within a particular segment of a Public Way of the City. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be of such size and design to conform with standard industry practices.

B. Grantee shall place cable underground in newly platted areas and relocate its existing overhead facilities underground in redevelopment areas as designated by City Council, in concert with all other utilities unless this requirement is waived by City.

C. Pursuant to the City Code and the City's Right-of-Way Excavation and Restoration Manual dated July 16, 2002, as amended February 2, 2017, if public funds are available from any source to any other user of the Public Way of the City for the purpose of defraying the cost of any of the foregoing, the City shall notify the Grantee of the availability of such funding and make such funds available on an equal basis to the Grantee

7.07 Reservation of Street Rights.

A. Nothing in this Franchise shall be construed to prevent the City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk, constructing, maintaining or relocating or repairing any traffic signal asset or other public work.

B. Within one hundred twenty (120) days following written notice from the City, Grantee shall temporarily or permanently remove, relocate, change or alter the position of its cable, wire or facilities within the Public Ways at the Grantee's sole expense whenever the City shall have determined that such removal, relocation, change or alteration is reasonably necessary for (i) the construction, repair, maintenance or installation of any City facilities or other public improvement in or upon the Public Ways, (ii) the operations of the City or other governmental entity in or upon the Public Ways. Pursuant to the City Code and the City's Right-of-Way Excavation and Restoration Manual dated July 16, 2002, as amended February 2, 2017, if public funds are available from any source to any other user of the Public Way of the City for the purpose of defraying the cost of any of the foregoing, the City shall notify the Grantee of the availability of such funding and make such funds available on an equal basis to the Grantee.

C. Except for acts of negligence or willful misconduct, the City, its officers, agents, and employees, shall not be liable for any damage to or loss of any Grantee's Cable System or Grantee's cable, wire and facilities within the Public Ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, disaster recovery operations, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

D. Nothing contained in this Franchise shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities while performing any work connected with grading, regrading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system.

7.08 Street Vacation or Abandonment. In the event any Street or portion thereof used by Grantee shall be vacated by the City or the use thereof discontinued by Grantee, during the term of this Franchise, Grantee shall not be obligated to remove its facilities therefrom

unless specifically requested by the City to do so, and on the removal thereof Grantee shall, at its own expense, restore, repair or reconstruct the Street area where such removal has occurred, and place the Street area where such removal has occurred, to a condition similar to that existing before such removal took place. In the event of failure, neglect or refusal of Grantee, after ninety (90) days' notice by the City to remove the facilities or to repair, restore, reconstruct, improve or maintain such Street portion, the City may do such work or cause it to be done, and the cost thereof as found and declared by the City shall be paid by Grantee as directed by the City and collection may be made by any available remedy.

7.09 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Franchise, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the City, upon ten (10) days' notice by the City to Grantee, Grantee shall move the facilities, at the expense of the Person requesting the removal, payment being made in advance. There shall be no charge to the City for such removal. Any Service disruption provisions of this Franchise shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities results in temporary service disruptions.

## Section 8. **Operation and Administration Provisions.**

### 8.01 Financial Books and Records.

A. Subject to applicable law, and upon written notice, which shall include a reasonable time to respond of not more than thirty (30) days, Grantee shall expeditiously provide the City with information contained in any books, maps, records, or other documents, in whatever form maintained, including electronic media ("books and records") held by Grantee or an Affiliate, to the extent such books and records relate to Grantee's Cable System or to Grantee's provision of Cable Service to Subscribers in the City. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that the Grantee may organize the necessary books and records for appropriate access by the City. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

B. Grantee shall keep complete and accurate books of account and records of its business and operations under and in connection with this Franchise. Notwithstanding the foregoing, nothing herein shall require Grantee to violate federal or state laws protecting Subscriber privacy. Unless otherwise provided in this Franchise, all materials and information specified in this section shall be maintained for a period of five (5) years.

C. Grantee shall not be required to process information to create a report, summary, or digest of information contained in its books and records unless specified in this Franchise. "Reasonable time to respond" may be up to thirty (30) days depending on the complexity of the response. The City may require Grantee

to provide copies of documents containing the requested information. If the City's request involves voluminous copies, Grantee may instead provide the City access to review the documents at Grantee's regional business office in the Hampton Roads Metropolitan area.

8.02 Annual Reports. Grantee shall file with the City, a copy of the following information, within ninety (90) days of the end of its fiscal year, including the year in which the Franchise becomes effective.

- A. A summary of the previous year's activities in the development of the System, including, but not limited to, Services begun or discontinued during the reported year.
- B. Financial statements verifying total Gross Revenue and the total number of Subscribers prepared in accordance with GAAP and signed by an authorized representative of the Grantee certifying the accuracy of the submission.
- C. A summary setting forth the results of an annual Subscriber survey, if any.
- D. A summary of the complaints, identifying both the number and nature of the complaints received from Subscribers in the City and an explanation of their dispositions, as such records are kept by Grantee. Where Grantee has identified recurring Cable System problems, the nature of any such problems and the corrective measures taken or to be taken shall be identified.
- E. A copy of Grantee's then-current rules, regulations, and policies that are (A) available to Grantee's Subscribers or (B) considered by Grantee to be legally binding on Subscribers, including but not limited to (i) all Subscriber rates, fees, and charges; (ii) a copy of Grantee's service agreement, or the equivalent, for Cable Services; and (iii) a copy of, or a detailed summary of, Grantee's policies concerning (a) the processing of Subscriber complaints; (b) delinquent Subscriber disconnect and reconnect procedures; and (c) Subscriber privacy.

To the extent that such information is publicly available on the Grantee's website or has been previously provided to the City, the Grantee may satisfy the requirement by including in the report hyperlinks or other references identifying where that information may be found.

8.03 Requested Reports.

- A. Upon request, Grantee shall provide City with a written quarterly report evidencing Grantee's compliance with the telephone answering standards found in Section 9.03(A)(2-3) of this Franchise. Such report shall be provided within thirty (30) days following the end of a given quarter. Grantee shall be permitted to submit raw quarterly statistics for Norfolk specific Subscribers to comply with this reporting requirement. Grantee reserves the right to revise such raw statistics at a later date to reflect periods when the system may not have been operating under Normal Operating Conditions.

B. City and Grantee mutually agree that Grantee shall provide such other reasonable reports with respect to Grantee's operations pursuant to this Franchise, at the times and in the form prescribed.

8.04 Maps. Upon fifteen (15) days' written notice the Grantee shall provide to the City shape files electronically in a format compatible with the City's Geographic Information System, such as NAD83 or GF84.

8.05 Confidentiality. To the extent permitted by applicable law, including without limitation the Virginia Freedom of Information Act, the City shall treat any information clearly marked as proprietary and/or confidential by the Grantee as confidential and only disclose it to employees, representatives, and agents of the City that have a need to know, or in order to enforce the provisions of this Franchise.

8.06 Waiver of Reporting Requirements. The designated City employee charged with administration of this Franchise may, at her/his sole discretion, waive in writing the requirement of any particular report specified in this Section 8.

## Section 9. Consumer Protection Provisions.

9.01 Local Office. Grantee shall maintain a convenient local customer service and bill payment location in the City where Subscribers can receive face-to-face service. The facility shall be adequately staffed in order to address customer inquiries, receive bill payments and perform equipment exchanges. The facility shall be open during Normal Business Hours.

9.02 Customer Service Obligations. Nothing in this Franchise may be construed to prevent or prohibit the City from enacting or enforcing any reasonable customer service or consumer protection laws that impose customer service requirements that exceed, or address matters not addressed by, the standards set forth in this Franchise or federal, state, or local law.

9.03 Grantee shall provide the necessary facilities, equipment and personnel to comply with the following consumer protection standards under Normal Operating Conditions:

### A. Cable System office hours and telephone availability:

1. Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

a. Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

b. After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business

Hours must be responded to by a trained Grantee representative on the next business day.

2. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

3. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

4. Grantee will maintain an “escalated complaint process” to address unresolved complaints received by the City from Subscribers. Grantee shall provide the City with the name(s) and contact information for dedicated local representative(s) in the Grantee’s government affairs office that shall be available to the City via email and telephone for reporting issues. Grantee will follow-up with City in writing by email (and by phone when necessary) with a summary of the results of any escalated complaint(s) submitted to Grantee.

5. The Grantee shall respond to complaints received from the City in a timely manner, and provide a copy of each response to the City within ten (10) days.

6. Customer service center and bill payment locations will be open at least during Normal Business Hours.

B. Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following four (4) standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

1. Standard Installations will be performed within seven (7) business days after an order has been placed. “Standard” Installations are those that are located up to one hundred fifty (150) feet from the existing distribution system.

2. Excluding conditions beyond the control of Grantee, Grantee will begin working on “Service Interruptions” promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.

3. The “appointment window” alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours.

(Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

4. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

5. If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

C. Communications between Grantee and Subscribers:

1. Notifications to Subscribers:

a. Grantee shall provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers (including the City and other recipients of complimentary services), and at any time upon request:

- i. Products and Services offered;
- ii. Prices and options for programming services and conditions of subscription to programming and other services;
- iii. Installation and Service maintenance policies;
- iv. Instructions on how to use the Cable Service;
- v. Channel positions of the programming carried on the System; and
- vi. Billing and complaint procedures, including the address and telephone number of the City.

b. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the changes are within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by this Section 9.03(C)(1). Grantee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, Franchise Fee, or other fees, tax, assessment or charge of any kind imposed by any federal agency, state or City on the transaction between the operator and the Subscriber.

c. Grantee shall provide information to businesses or Subscriber within City that request information regarding services offered by Grantee.

2. Billing:

a. Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic, premium, service charges, and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

b. In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

3. Refunds: Refund checks will be issued promptly, but no later than either:

a. The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

b. The return of the equipment supplied by Grantee if Service is terminated.

4. Credits: Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

9.04 Rebate Policy.

A. If a Grantee's Cable Service is interrupted or discontinued for twenty-four (24) or more consecutive hours, its Subscribers who request a credit must be credited pro rata for such interruption. Credits must be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted. For this purpose, every month will be assumed to have thirty (30) days.

B. In the event a Subscriber establishes or terminates Service and receives less than one (1) full month of Service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which Service was rendered to the number of days in the billing.

9.05 Late Fees. Fees for the late payment of bills shall not be assessed until after the Service has been fully provided and, as of the due date of the bill notifying Subscriber of an unpaid balance, the bill remains unpaid. Late Fees shall comply with applicable state and federal law and may not exceed the average costs, losses and damages incurred by the Grantee as a result of the delinquency.

9.06 Drop Box Payments. Payments at Grantee's drop box locations shall be deemed received on the date such payments are picked up by Grantee. Grantee shall pickup drop box payments no less frequently than one (1) business day after each and every due date for Subscriber bills.

9.07 Interruption of Service. Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a period of more than twenty-four (24) continuous hours in any thirty (30) day period, Subscribers shall be credited pro rata for such interruption upon request.

9.08 Periodic Evaluation.

A. The City may require evaluation sessions during the term of this Franchise, upon fifteen (15) days written notice to Grantee, provided, however, there shall not be more than one review session during any five (5) year period.

B. Topics which may be discussed at any evaluation session shall relate to the Grantee's Cable System or to the Grantee's provision of Cable Service to Subscribers in the City.

C. During an evaluation by the City, Grantee shall fully participate and cooperate with the City and shall provide without cost readily available information and documents as the City may reasonably request to perform the evaluation.

D. As a result of a periodic review or evaluation session, the City may request Grantee to modify the System or to provide additional Services. Grantee will use its best efforts to implement the modifications requested by the City if Grantee, in its discretion, determines the modifications are technologically and economically feasible.

## Section 10. **General Financial and Insurance Provisions.**

10.01 Payment to City.

A. The parties acknowledge that as of the Effective Date of this Franchise, the City is prohibited by state law from imposing a Franchise Fee, as described in 47 U.S.C. § 542, as long as Cable Services are subject to the Virginia Communications Sales and Use Tax (§ 58.1-645 et seq.) (the "Communications Sales and Use Tax").

B. Grantee shall comply with the provisions of the Communications Sales and Use Tax in its current form and as it may be amended.

C. If at any time during the term of this Franchise state law allows the imposition of a Franchise Fee on cable operators in Virginia, the City may, to the extent allowable under applicable law, upon sixty (60) days' written notice, or as otherwise provided by law, require Grantee to pay to the City, on a quarterly basis, a Franchise Fee of five percent (5%) of Gross Revenues, or such other sum as

permitted under law. Such payments shall be made no later than thirty (30) days following the end of each quarter. Grantee shall not be required to pay such Franchise Fee unless the obligation is imposed on all franchised cable operators in the City to the extent permitted under law.

D. Supporting Information.

1. Each Franchise Fee payment to the City shall be submitted with supporting detail and a statement certified by Grantee reflecting the total amount of monthly Gross Revenues for the payment period and a breakdown by major revenue categories (such as Basic Cable Service, cable programming service, and premium service). Each Franchise Fee payment shall be accompanied in form and substance substantially the same as Exhibit C attached hereto. The City shall have the right to reasonably require further supporting information.

2. Each EG Grant payment to the City pursuant to Section 6.07 shall be submitted with supporting detail and a statement certified by Grantee reflecting the total Subscriber count for the payment period. The City shall have the right to reasonably require further supporting information.

E. Audit. The City shall have the right to inspect books and records and to audit and recompute any amounts determined to be payable under this Franchise, whether the records are held by Grantee, an Affiliate, or any other agent of Grantee. Grantee shall be responsible for making available to the City all records necessary to confirm the accurate payment of the EG Grant or Franchise Fees, as applicable, without regard to by whom they are held. The City's audit expenses shall be borne by the City unless the audit discloses an underpayment of more than three percent (3%) of any quarterly payment, in which case the City's reasonable out-of-pocket costs of the audit shall be borne by Grantee as a cost incidental to the enforcement of the Franchise. Any additional undisputed amounts due to the City as a result of the audit shall be paid within thirty (30) days following written notice to Grantee by the City of the underpayment, which notice shall include a copy of the audit report. If recomputation results in additional amounts to be paid to the City, interest will be due pursuant to Section 10.01(F).

F. Late Payments. In the event any payment by Grantee due and owing to the City is not made on or before the required date, Grantee shall thereafter accrue interest at ten percent (10%) per annum.

10.02 Not Franchise Fees.

A. Grantee acknowledges and agrees that any Franchise Fees payable by Grantee to City pursuant to this section shall take precedence over all other payments, contributions, services, equipment, facilities, support, resources or other activities to be provided or performed by Grantee pursuant to this Franchise and that the Franchise Fees provided for in this section of this Franchise shall not be

deemed to be in the nature of a tax, and shall be in addition to any and all taxes of general applicability and other fees and charges which Grantee shall be required to pay to City and/or to any other governmental authority, all of which shall be separate and distinct obligations of Grantee.

B. Grantee shall not apply or seek to apply or make any claim that all or any part of the Franchise Fees or other payments or contributions to be made by Grantee to City pursuant to this Franchise shall be deducted from or credited or offset against any taxes, fees or assessments or general applicability levied or imposed by City or any other governmental authority, including any such tax, fee or assessment imposed on both utilities and cable operators or their services.

C. Grantee shall not apply or seek to apply all or any part of any taxes, fees or assessments or general applicability levied or imposed by the City or any other governmental authority (including any such tax, fee or assessment imposed on both utilities and cable operators or their services) as a deduction or other credit from or against any of the Franchise Fees or other payments or contributions to be paid or made pursuant by Grantee to City to this Franchise which shall be deemed to be separate and distinct obligations of Grantee.

#### 10.03 Performance Bond.

A. Grantee shall obtain and maintain during the entire Term of the Franchise, and any renewal or extensions thereof, a performance bond in the City's favor in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00), to ensure Grantee's faithful performance of its obligations. The form and content of the performance bond shall be approved by the City.

B. The performance bond shall provide the following conditions:

1. There shall be recoverable by the City jointly and severally from the principal and surety, any and all fines and penalties due to the City and any and all damages, losses, costs, and expenses suffered or incurred by the City resulting from the failure of Grantee to faithfully comply with the material provisions of this Franchise or other applicable law, to comply with all orders, permits, and directives of any City agency or body having jurisdiction over its acts or defaults, to pay fees, penalties, or liquidated damages due to the City, or to pay any claims, taxes, or liens due the City. Such losses, costs, and expenses shall include but not be limited to reasonable attorney's fees and other associated expenses.

2. The total amount of the performance bond required by this Franchise shall be payable to the City in the event:

- a. Grantee abandons Grantee's Cable System at any time during the Term of its Franchise or any extension thereto; or

b. Grantee carries out a Transfer without the express written consent of the City as provided in Section 12.02 of this Franchise.

3. The bond may not be cancelled by the surety due solely to bankruptcy of Grantee or any Affiliate.

C. The performance bond shall be issued by a surety with an A-1 or better rating of insurance in Best's Key Rating Guide, Property/Casualty Edition; shall be in a form satisfactory to the City Attorney; shall be subject to the approval of the City:

D. The bond shall provide for thirty (30) days' prior written notice to the City of any intention on the part of Grantee to cancel, fail to renew, or otherwise materially alter its terms.

E. Grantee shall file with the City a complete copy of the bond (including all terms and conditions applying to the bond or to draws upon it) prior to its Effective Date, and keep such copy current with respect to any changes over the life of this Franchise.

10.04 Right to Require Additional or Other Bonds. The City shall have the right, at any time that it reasonably deems itself insecure, to require that any bond be replaced by such other bond as the City may reasonably require, and that the amount be increased to a total not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00), notwithstanding the fact that the City may have indicated its acceptance or approval of any bond(s) submitted with this Franchise.

10.05 Letter of Credit.

A. At the time this Franchise is accepted, Grantee shall provide to the City a Letter of Credit in the principal amount of Twenty Thousand and No/100 Dollars (\$20,000.00).

B. The Letter of Credit shall serve as security for:

1. The faithful performance by Grantee of all the terms and conditions of the Franchise;

2. Any expenditure, damage or loss incurred by the City occasioned by Grantee's unexcused or uncured failure to comply with all rules, regulations, orders, permits and other directives of the City issued pursuant to this Franchise;

3. The payment by Grantee of all lawful liens and taxes, and all damages, claims, costs or expenses which the City has been compelled to pay or incur by reason of any act or default of Grantee, and all other payments due the City from Grantee pursuant to this Franchise; and

4. The loss of any payments required to be made by Grantee to the City which would have been received by the City but for Grantee's failure to perform its obligations pursuant to this Franchise, during the period of time between Grantee's unexcused or uncured failure to perform on the date in which the City takes over, or, authorized any other Person to take over, the construction, operation or maintenance of the System necessitated by such failure.

C. Provision shall be made to permit the City to make draws against the Letter of Credit. Grantee shall not use the Letter of Credit for other purposes and shall not assign, pledge or otherwise use this Letter of Credit as security for any purpose.

D. Within five (5) days after notice to it that any amount has been drawn by the City against the Letter of Credit pursuant to this section, Grantee shall restore such Letter of Credit to the required amount.

E. If Grantee fails to pay to the City any taxes due and unpaid; or fails to repay to the City any damages, costs or expenses which the City shall be compelled to pay by reason of any act or default of the Grantee in connection with this Franchise; or fails, after thirty (30) days' notice of such failure by the City to comply with any provision of the Franchise which the City reasonably determines can be remedied by an expenditure of the security; the City may then seek to withdraw such funds from the Letter of Credit.

#### 10.06 Liquidated Damages.

A. The City and Grantee understand and agree that the failure to comply with any time and performance requirements set forth in this Franchise will result in damage to the City, and that it is and will be impracticable to determine the actual amount of such damage in the event of delay or non-performance.

B. The City and Grantee agree to the following liquidated damages for the following violations. These damages represent both parties' best estimate of the damages resulting from the specific violation. The City's election to impose and receive liquidated damages in a given case shall take the place of any right to obtain actual damages or penalties in that case over and above the payment of any amounts otherwise due but shall not limit the City's right to pursue any other remedies available under this Franchise or applicable law. The City shall discontinue collection of liquidated damages at such time as the City commences any action or proceeding to impose other remedies available under this Franchise or applicable law.

1. For failure to provide a System meeting the minimum requirements set forth in Section 5 of this Franchise the liquidated damages amount shall be Five Hundred and No/100 Dollars (\$500.00) per day for each day, or part thereof, such breach occurs or continues with a maximum fine of Ten Thousand and No/100 Dollars (\$10,000).

2. For failure to comply with the requirements of Section **Error! Reference source not found.** of this Franchise the liquidated damages amount shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per day for each day, or part thereof, such breach occurs or continues.

3. For failure to provide the access Channels and programming origination points in accordance with Section 6.01 of this Franchise, the liquidated damages amount shall be Three Hundred and No/100 (\$300.00) per day for each day, or part thereof, such breach occurs or continues with a maximum fine of Twelve Thousand and No/100 Dollars (\$12,000).

4. For failure to comply with I-Net requirements in accordance with Section 6.08 of this Franchise, the liquidated damages amount shall be Five Hundred and No/100 Dollars (\$500.00) per day.

5. For failure of Grantee to comply with the construction, operation or maintenance standards set forth in Section 7 of this Franchise, the liquidated damages amount shall be Five Hundred and No/100 Dollars (\$500.00) per day with a maximum fine of Ten Thousand and No/100 Dollars (\$10,000).

6. For failure to comply with all reasonable conditions of the City permits to disturb Streets, fix Streets, or other terms or conditions of the City, pursuant to Section 7 of this Franchise, the liquidated damages amount shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per day with a maximum fine of Ten Thousand and No/100 Dollars (\$10,000).

7. For failure to provide data, documents, reports or information to City pursuant to Section 8 of this Franchise, or to participate with the City during a System evaluation pursuant to Section 9.08 of this Franchise, the liquidated damages amount shall be Two Hundred Fifty and No/ 100 Dollars (\$250.00) per day with a maximum fine of Ten Thousand and No/100 Dollars (\$10,000).

8. For failure to maintain a local office pursuant to Section 9.01 of this Franchise the liquidated damages amount shall be Two Hundred Fifty and No/ 100 Dollars (\$250.00) per day for each day, or part thereof, such breach occurs or continues with a maximum fine of Ten Thousand and No/100 Dollars.

9. For failure to comply with the customer service standards measured on a quarterly basis contained in Section 9.03(A) and (B) of this Franchise: Five Hundred and No/100 Dollars (\$500.00) for each quarter in which such standards were not met if the failure was by less than five percent (5%) or more but less than fifteen percent (15%) and Two Thousand and No/100 Dollars (\$2,000.00) for each quarter in which such standards were not met if the failure was by fifteen percent (15%) or more.

10. For failure to comply with the customer service standards of Section 9.03(C) of this Franchise the liquidated damages amount shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per day for each day, or part thereof, such breach occurs or continues with a maximum fine of Ten Thousand and No/100 Dollars (\$10,000).

11. For failure to obtain or maintain the bond, letter of credit or insurance in a timely fashion pursuant to Section 10 of this Franchise the liquidated damages amount shall be Two Hundred Fifty and No/ 100 Dollars (\$250.00) per day for each day, or part thereof, such breach occurs or continues with a maximum fine of Ten Thousand and No/100 Dollars (\$10,000).

12. For failure to comply with the system transfer provisions pursuant to Section 12 of this Franchise the liquidated damages amount shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per day for each day, or part thereof, such failure occurs or continues, measured from the date of the closing of the transaction in question with a maximum fine of Ten Thousand and No/100 Dollars (\$10,000).

#### 10.07 Procedure for Imposition of Liquidated Damages.

A. Whenever the City finds that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise, for which relief is available against the Letter of Credit, a written notice shall be given to Grantee informing it of such violation or liability. The written notice shall describe in reasonable detail the specific violation so as to afford Grantee an opportunity to remedy the violation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to correct the violation before the City may resort to the Letter of Credit. Grantee may, within seven (7) days of receipt of notice, notify the City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to the City shall specify with reasonable detail the matters disputed by Grantee and shall stay the running of the above-described time. A hearing under this section prohibits the accumulation of liquidated damages only until a court of competent jurisdiction renders and final decision.

1. The City or its designee shall hear Grantee's dispute at a meeting called in a timely manner. Grantee shall be afforded notice of the meeting not less than ten (10) business days prior to the meeting and afforded an opportunity to participate in and be heard at this meeting, including the opportunity to introduce evidence. The City or its designee shall supplement the decision with written findings of fact.

2. If after hearing the dispute the claim is upheld by the City, Grantee shall have ten (10) business days from notice of such a determination within which to file an appeal with an appropriate state or federal court or agency.

B. The time for Grantee to correct any violation or liability may be extended by the City if the necessary action to correct such violation or liability is of such a nature or character to require more than thirty (30) days within which to perform, provided Grantee commences the corrective action within the thirty (30) day period and thereafter uses reasonable diligence to correct the violation or liability. City and Grantee agree that for violations involving Section 9.03(A) and (B) of this Franchise, Grantee shall be given a calendar quarter to cure such violation.

#### 10.08 Damages and Defense.

A. Grantee shall be responsible for, defend, indemnify and hold the City harmless for any damage or loss to any real or personal property of the City or any Person, and for injury to or death of any Person and any officer, employee or agent of the City arising out of or in connection with the construction, operation, maintenance, repair, or removal of, or any other action of Grantee with respect to, the System, any Service or related activity, or the distribution of any Service over the System.

B. The City, its officers, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the System, except as may result from the acts of the City, its officers, employees and its agents.

C. Grantee shall be responsible for, defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against all liability, special, incidental, consequential, punitive and all other damage, cost and expense (including reasonable attorneys' fees) arising out of or in connection with the construction, operation, maintenance, repair, or removal of the System.

D. In order for the City to assert its rights to be indemnified, defended, and held harmless, the City must:

1. Promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
2. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding; unless, however, the City, reasonably determines that its interests cannot be represented in good faith by Grantee; and
3. Fully cooperate with the reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph (2) above.

E. In the event the City reasonably determines that its interests cannot be represented in good faith by Grantee, Grantee shall pay all expenses incurred by the City in defending itself with regard to all damages and penalties mentioned in paragraph (A) above. These expenses shall include all out-of-pocket expenses, such as attorney's fees and costs.

#### 10.09 Insurance.

A. Grantee will maintain during the term of this Franchise insurance of the types and in the amounts described below. All insurance policies affected by this Franchise will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Grantee will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability and automobile/vehicle liability policies will include the City of Norfolk, VA and its employees as "Additional Insured", and be written as an "occurrence" base policy. If the Grantee fails to maintain the insurance as set forth in this Franchise, the City has the right, but not the obligation, to purchase such insurance at Grantee's expense:

1. Commercial General Liability insurance (CGL) with a limit of not less than One Million and No/100 Dollars (\$1,000,000) each occurrence, Two Million and No/100 Dollars (\$2,000,000) general aggregate. CGL will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.
2. Worker's Compensation insurance providing coverage as required by applicable federal and, or, states' statutes, and employer's liability insurance. The limits of such policies will be at least Five Hundred Thousand and No/100 Dollars (\$500,000) per accident/disease, and policy limit of Five Hundred Thousand and No/100 Dollars (\$500,000).
3. Automobile liability insurance with a limit of not less than Two Million and No/100 Dollars (\$2,000,000) combined single limit; or, Bodily Injury One Million and No/100 Dollars (\$1,000,000) each Person, Two Million and No/100 Dollars (\$2,000,000) accident, and Property Damage One Hundred Thousand and No/100 Dollars (\$100,000) each accident. Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

B. Grantee will furnish the City with a certificate(s) of insurance evidencing policies, required in Section 10.09(A) of this Franchise. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required in Section 10 above. In the event of cancellation of, or material change in, any of the policies, the Grantee will notify the City within at least fourteen (14) days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this Franchise. If the certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Franchise, the Grantee will furnish a certificate of insurance evidencing renewal of such coverage to the City within ten (10) days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this Franchise. Failure of the City, and, or the City's designated agents for this Franchise, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Grantee's obligation to maintain the insurance required in this Franchise.

C. The Grantee will require each of its sub-contractors for work performed under this Franchise to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Grantee for work performed by the sub-contractor. Each sub-contractor will furnish to the Grantee two (2) copies of the policies, or certificates of insurance, evidencing the applicable insurance. The sub-contractor will comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Grantee. The Grantee will furnish at least one (1) copy the sub-contractor's policies/certificate to the City.

#### 10.10 Work Performed by Others.

A. Grantee shall be responsible for, defend, indemnify and hold the City harmless for any claims or liability arising out of work performed by Persons on behalf of Grantee pursuant to this Franchise.

B. All provisions of this Franchise shall apply to any subcontractor or others performing any work or services on behalf of Grantee pursuant to the provisions of this Franchise.

10.11 City's Right to Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, in the event:

A. Grantee violates and fails to cure in the judgment of the City any material provision of this Franchise to the detriment of the City; or

B. Grantee is found to have practiced any fraud or deceit upon the City or Subscriber by a court of competent jurisdiction; or

- C. Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt; or
- D. Grantee knowingly misrepresents a material fact in the application for the Franchise, which is relied upon by the City.

#### 10.12 Procedures for Revocation.

- A. The City shall provide Grantee with a written notice of the cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. The City shall provide Grantee with written findings of fact which are the basis of the revocation.
- B. Grantee shall be provided the right to a public hearing affording due process before the City prior to revocation, including the opportunity to introduce evidence and testimony for consideration by the City.
- C. After the public hearing and upon determination by the City to revoke the Franchise, Grantee shall have a period of thirty (30) days, from the date of the City's determination, within which to file an appeal with an appropriate state or federal court or agency.
- D. During the appeal period, the Franchise shall remain in full force and effect.
- E. The Letter of Credit provided pursuant to Section 10.05 shall become the property of the City in the event that the Franchise is revoked for cause. Grantee, however, shall be entitled to the return of the Letter of Credit as remains on file at the expiration of the term of the Franchise.

### Section 11. **Foreclosure, Receivership and Abandonment**

11.01 Foreclosure. Upon the foreclosure or other judicial sale of the System, Grantee shall notify the City of such fact and such notification shall be treated as a notification that a change in control of Grantee has taken place, and the provisions of this Franchise governing the consent to transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

11.02 Receivership. The City shall have the right to cancel this Franchise subject to any applicable provisions of Virginia law, including the Bankruptcy Act, one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

A. Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults thereunder; and,

B. Such receiver or trustee, within said one hundred twenty (120) days, shall have executed an agreement, duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

11.03 Abandonment. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to the City. Grantee may not abandon the System or any portion thereof without compensating the City for damages resulting from the abandonment. The City may recover from Grantee damages for the reasonable cost of removal of the System.

## Section 12. **Removal, Transfer and Purchase.**

### 12.01 Removal After Revocation or Expiration.

A. Consistent with applicable law, at the expiration of the term for which the Franchise is granted and non-renewal, or upon its revocation, as provided for, the City shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the System from all Streets and Public Property within the City. In so removing the System, Grantee shall refill and compact at its own expense, any excavation that shall be made and shall leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the System, and without affecting; altering or disturbing in any way electric, telephone or utility, cables wires or attachments. The City shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity of the Franchise shall remain in full force and effect during the entire term of removal.

B. If Grantee has failed to commence removal of the System, or such part thereof as was designated, within thirty (30) days after written notice of the City's demand for removal is given, or if Grantee has failed to complete such removal within one (1) year after written notice of the City's demand for removal is given, the City shall have the right to exercise one of the following options:

1. Declare all right, title and interest to the System to be in the City or its delegator with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it; or
2. Declare the System abandoned and cause the System, or such part thereof as the City shall designate, to be removed at no cost to the City. The cost of said removal shall be recoverable from the Letter of Credit, indemnity and penalty section provided for in the Franchise or from Grantee directly.

## 12.02 Sale or Transfer of Franchise.

A. No sale or transfer of the Franchise, or sale, transfer, or change of ownership of or in Grantee, including, but not limited to, a change in Grantee's parent corporation or any entity having a controlling interest in Grantee, the sale of a controlling interest in the Grantee's assets, shall take place until a written request has been filed with City requesting approval of the sale or transfer, and such approval has been granted or deemed granted; provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness or where the Franchise is transferred to an Affiliate entity under the same common control.

B. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section 12.02. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. In any event, as used herein, a new "controlling interest" shall be deemed to be created upon the acquisition through any transaction or group of transactions of a legal or beneficial interest of thirty percent (30%) or more by one Person.

C. The Grantee shall file, in addition to all documents, forms and information required to be filed by the FCC Form 394 or any successor form, , the following:

1. All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof, subject to confidentiality provisions of applicable laws; and

2. A list detailing all documents filed with any state or federal agency related to the transaction including, but not limited to, the FCC, the FTC, the FEC, the SEC or applicable state departments and agencies. Upon request, Grantee shall provide City with a complete copy of any such document; and

3. Any other documents or information related to the transaction as may be specifically requested by the City.

D. City shall have such time as is permitted by applicable laws in which to review a transfer request. If no such time is prescribed by applicable laws, the City shall act within one hundred twenty (120) days from the receipt of the above listed information unless the City and Grantee mutually agree to an extension of that timeframe.

E. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this section be approved without the transferee becoming a signatory to this Franchise and assuming all

rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City including, but not limited to, any adequate guarantees or other security instruments required by the City.

F. No Franchise may be transferred if City determines Grantee is in noncompliance of the Franchise unless an acceptable compliance program has been approved by City. The approval of any transfer of ownership pursuant to this section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to City.

G. No consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title or interest of the Grantee in this Franchise or the Cable System in order to secure indebtedness, or (ii) intra-corporate reorganizations between or among entities or Affiliates wholly owned and wholly controlled by Grantee's parent company to the extent such transaction does not involve a change in the management of the Grantee. However, in such case Grantee will notify the City within thirty (30) days after receiving notice of such a transaction.

### Section 13. **Rights of Individuals Protected.**

13.01 Discriminatory Practices Prohibited. Grantee shall not deny Service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex or age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable, federal, state and City laws, and all executive and administrative orders relating to nondiscrimination.

13.02 Subscriber Privacy. Grantee will comply with the provisions of 47 U.S.C. Section 551 as currently written and as may from time to time be subsequently amended.

### Section 14. **Miscellaneous Provisions.**

14.01 Franchise Renewal. Renewal of this Franchise shall be governed by applicable local, state and federal law.

14.02 Continuity of Service Mandatory. Upon expiration and non-renewal or the revocation, termination or cancellation of this Franchise, the City may require Grantee to continue to operate the System for an extended period of time, not to exceed six (6) months. Grantee shall, as trustee for its successor in interest, continue to operate the System under the terms and conditions of this Franchise. In the event Grantee does not so operate the System, the City may take such steps as it deems reasonably necessary to assure continued Service to Subscribers.

#### 14.03 Compliance with Federal, State and Local Laws.

A. If any federal or state law or regulation shall require or permit Grantee to perform any service or act or shall prohibit Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, Grantee shall notify the City of the point of conflict believed to exist between such law or regulation and this Franchise. Grantee and City shall conform to state and federal laws and regulations and rules regarding cable communications as they become effective.

B. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and the City.

C. If any section, sentence, clause or phrase of this Franchise or any part thereof is for any reason found to be inconsistent with the rules and regulations of the FCC or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Franchise or any part thereof.

#### D. Construction of Agreement.

1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2. The material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to the City Code, ordinances or any regulation of City, except in the lawful exercise of City's police power. Grantee reserves all rights it may have to challenge any modifications to the City Code whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Streets. In the case of a conflict between the City Code and Virginia Code Sections 15.2-2108.19, et seq., the Virginia Code shall prevail.

#### 14.04 Nonenforcement by City.

- A. Grantee shall not be relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure or delay of the City to enforce prompt compliance.
- B. City may only waive its rights hereunder by expressly so stating in writing. Any waiver by the City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

#### 14.05 Administration of Franchise.

- A. Subject to applicable law, the City shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise.
- B. The City Manager or the City's designee shall be responsible for administering the Franchise, sending notices and monitoring the Grantee's compliance with the terms and conditions of the Franchise, provided; however, the City Council shall have the sole authority to: 1) determine if a disputed violation has occurred; and 2) direct staff to enforce penalties and remedies under the Franchise.
- C. Grantee shall construct, operate and maintain the System subject to the supervision of all the authorities of the City who have jurisdiction in such matters and in strict compliance with all laws, ordinances, departmental rules and regulations consistent with the provisions of the Franchise affecting the System.

14.06 No Recourse Against the City. Grantee shall have no recourse whatsoever against the City or its officials, agents or employees for any loss, costs, expense, or damage arising out of any provision or requirement of this Franchise or because of the enforcement of the Franchise.

14.07 Rights Cumulative. All rights and remedies given to City and Grantee by this Franchise shall be in addition to and cumulative with any and all other rights or remedies, existing or implied, now or hereafter available to the City and Grantee at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and Grantee, and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

14.08 Franchise and Attachments. The attachments to this Franchise consist of the Exhibits. In the event of any inconsistency between this Franchise and the attachments hereto the Franchise shall control.

14.09 Captions. The section and paragraph captions in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Franchise.

14.10 Rights of Third Parties. Nothing herein shall be construed to give any Person other than Grantee or the City a right to assert any claim or cause of action against Grantee or the City, its employees, elected or appointed officials, officers, boards, authorities, commissions, committees, commissioners, or agents.

14.11 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or doing thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or legal holiday, that day shall be omitted from the computation.

#### Section 15. **Time of Acceptance and Exhibits.**

15.01 Grantee shall accept this Franchise in form and substance acceptable to the City within thirty (30) days of the adoption of this Franchise unless the time for acceptance is extended by the City. Such acceptance by Grantee shall be deemed the grant of this Franchise for all purposes. In the event acceptance does not take place, this Franchise shall be null and void.

15.02 Upon acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.

15.03 Within thirty (30) days of its acceptance, Grantee shall also deliver any performance bond, letter, of credit and insurance certificates and guaranties required herein that have not previously been delivered.

**-SIGNATURE PAGE FOLLOWS-**

## CITY OF NORFOLK

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

CONTENTS APPROVED

\_\_\_\_\_  
Deputy City Manager

FORM AND CORRECTNESS APPROVED:

\_\_\_\_\_  
Deputy City Attorney

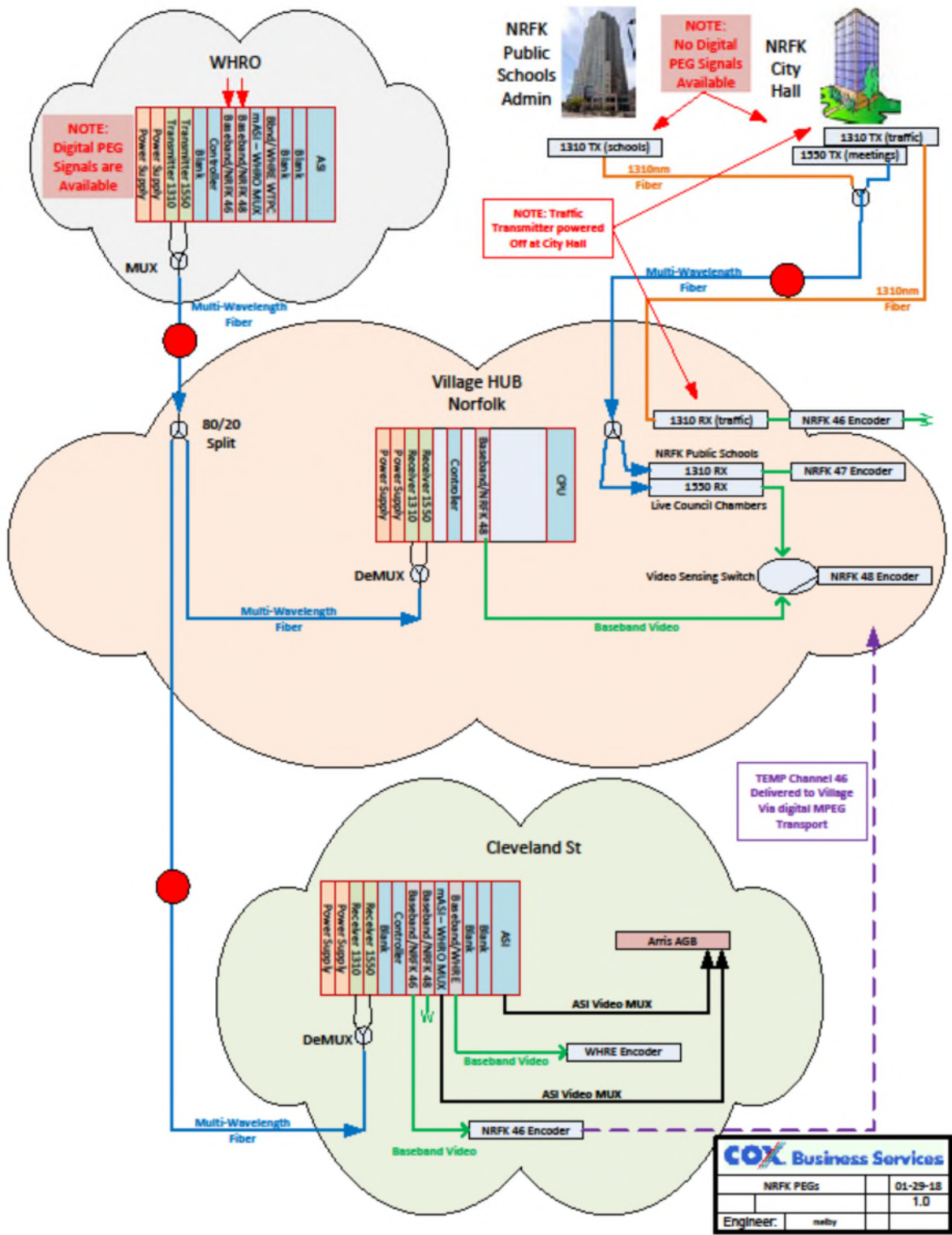
COX COMMUNICATIONS HAMPTON  
ROADS, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Senior Vice President & Region Manager

Attachment: Cox Amended Franchise Agreement March 2022 (Cox Communications Franchise Agreement)

EXHIBIT A  
GOVERNMENTAL/EDUCATIONAL TRANSPORT



Attachment: Cox Amended Franchise Agreement March 2022 (Cox Communications Franchise Agreement)

**EXHIBIT B**  
**SERVICE TO PUBLIC AND PRIVATE BUILDINGS**

1.	BERKLEY LIBRARY	555 E LIBERTY ST NORFOLK, VA 23523-1546
2.	TITUSTOWN RECREATION CENTER	7545 DIVEN ST NORFOLK, VA 23505-3160
3.	NORFOLK CITY COMMUNITY SERVICES	925 S MAIN ST NORFOLK, VA 23523-1214
4.	City of Norfolk Parks & _____	501 BOUSH ST NORFOLK, VA 23510-1408
5.	LITTLE CREEK LIBRARY	7857 TARPON PL NORFOLK, VA 23518-4614
6.	City of Norfolk	961 PARK AVE NORFOLK, VA 23504-3937
7.	JANAF LIBRARY	124 JANAF PL NORFOLK, VA 23502-0000
8.	BLYDEN BRANCH LIBRARY	879 E PRINCESS ANNE RD NORFOLK, VA 23504-2735
9.	LARCHMONT LIBRARY	6525 HAMPTON BLVD NORFOLK, VA 23508-1211
10.	RADIO DISP/CITY OF NORFOLK	1112 AZALEA GARDEN RD NORFOLK, VA 23502-5612
11.	NORFOLK CITY DEPT OF DEVELOPMENT	STE 600 810 UNION ST NORFOLK, VA 23510-8047
12.	CITY OF NORFOLK TRANSPORTATION	1160 LANCE RD NORFOLK, VA 23502-2405
13.	CITY OF NORFOLK BUREAU OF COMM	STE 306 810 UNION ST NORFOLK, VA 23510-8054
14.	NORFOLK CITY POLICE PRECINCT	3661 E VIRGINIA BEACH BLVD NORFOLK, VA 23502-3215
15.	CITY OF NORFOLK SHERIFF'S OFFICE	STE 211 125 SAINT PAULS BLVD NORFOLK, VA 23510-2708
16.	CITY OF NORFOLK-SHERRIFF OFFICE	STE 301 125 SAINT PAULS BLVD NORFOLK, VA 23510-2708
17.	NORFOLK CITY JAIL	811 E CITY HALL AVE NORFOLK, VA 23510-2714
18.	CITY OF NORFOLK TRAFFIC OPS CTR	4505 PATENT RD NORFOLK, VA 23502-5604
19.	CITY OF NORFOLK DISTRICT COURT	RM 168 811 E CITY HALL AVE NORFOLK, VA 23510-2714
20.	NORFOLK CITY WEBMASTER	STE WEBMSR 810 UNION ST NORFOLK, VA 23510-2717
21.	CITY OF NORFOLK-TRANSPORTATION	STE 200 810 UNION ST NORFOLK, VA 23510-8058
22.	NORFOLK CITY AUDITOR	STE 806 810 UNION ST NORFOLK, VA 23510-8041
23.	CITY OF NORFOLK BUREAU OF COMM	STE 302 810 UNION ST NORFOLK, VA 23510-8055
24.	N.R.H.A. PUBLIC RELATIONS	BLDG FL APT 11 201 GRANBY ST NORFOLK, VA 23510-1820
25.	CITY OF NORFOLK	FL 11 810 UNION ST NORFOLK, VA 23510-2717
26.	CAPTAIN QUARTERS	800 LITTLE BAY AVE NORFOLK, VA 23503-1409

27.	City of Norfolk Water Treatment	3719 PARKER AVE NORFOLK, VA 23508-2253
28.	CITY OF NORFOLK	FL 8 810 UNION ST NORFOLK, VA 23510-2717
29.	CITY OF NORFOLK	STE 400 810 UNION ST NORFOLK, VA 23510-8052
30.	CITY OF NORFOLK	BLDG FL APT 6 800 E CITY HALL AVE NORFOLK, VA 23510-2723
31.	Norfolk Commonwealth Attorney's	RM 5 800 E CITY HALL AVE NORFOLK, VA 23510-2726
32.	CITY OF NORFOLK	2205 MCKANN AVE NORFOLK, VA 23509-2234
33.	NORFOLK SPCA	916 BALLENTINE BLVD NORFOLK, VA 23504-4102
34.	CITY OF NORFOLK	401 MONTICELLO AVE NORFOLK, VA 23510-2408
35.	CITY OF NORFOLK	FL 10 810 UNION ST NORFOLK, VA 23510-2717
36.	CITY OF NORFOLK-Moores Bridges	BLDG 5 6040 WATER WORKS RD NORFOLK, VA 23502-5511
37.	CON - CSB Park Place	101 W 35TH ST NORFOLK, VA 23504-1301
38.	CITY OF NORFOLK	FL 4 810 UNION ST NORFOLK, VA 23510-2717
39.	CITY OF NORFOLK	2205 MCKANN AVE NORFOLK, VA 23509-2234
40.	CITY OF NORFOLK	400 GRANBY ST NORFOLK, VA 23510-1914
41.	CITY OF NORFOLK	FL 6 810 UNION ST NORFOLK, VA 23510-2717
42.	CON - Campostella Recreation	1130 LEAKE ST NORFOLK, VA 23523-1734
43.	CITY OF NORFOLK	1188 LANCE RD NORFOLK, VA 23502-2405
44.	City of Norfolk - Parking	230 E MAIN ST NORFOLK, VA 23510-1608
45.	CON - Lakewood Athletics	1612 WILLOW WOOD DR NORFOLK, VA 23509-1308
46.	CON - Bayview Community Center	8613 WILLOW TER NORFOLK, VA 23503-3113
47.	CON - Fairlawn Community Center	1014 KEMPSVILLE RD NORFOLK, VA 23502-2721
48.	CON - Ingleside Recreation	948 INGLESIDE RD NORFOLK, VA 23502-3224
49.	CITY OF NORFOLK-COMM OF REVENUE	FL 1 810 UNION ST NORFOLK, VA 23510-2717
50.	CON- Vivian Mason Arts and Tech	700 E OLNEY RD NORFOLK, VA 23504-3312
51.	GARDEN OF HOPE INC-CITY OF NORFOLK	BLDG FL APT 1 1617 LOVITT AVE NORFOLK, VA 23504-4446
52.	CON - Ocean View Senior Center	600 E OCEAN VIEW AVE NORFOLK, VA 23503-1706

53.	CON - Sherwood Forest	4537 LITTLE JOHN DR NORFOLK, VA 23513-3759
54.	CON- CSB Admin	225 W OLNEY RD NORFOLK, VA 23510-1534
55.	CITY OF NORFOLK-VAN WYCK LIBRARY	1368 DEBREE AVE NORFOLK, VA 23517-2131
56.	CON-Intergovernmental Relations	STE 401 810 UNION ST NORFOLK, VA 23510-2717
57.	City of Norfolk	225 W OLNEY RD NORFOLK, VA 23510-1534
58.	CITY OF NORFOLK-PROJECT FOCUS	FL 1 810 UNION ST NORFOLK, VA 23510-2717
59.	CON - Norview Recreation Center	6380 SEWELLS POINT RD NORFOLK, VA 23513-3227
60.	CON - CHRC	1714 MOUNT VERNON AVE NORFOLK, VA 23523-2324
61.	CON - Lambert`s Point Rec Center	1251 W 42ND ST NORFOLK, VA 23508-2303
62.	CON - Oakleaf Forest	1708 GREENLEAF DR NORFOLK, VA 23523-0000
63.	CON - Diggs Town	1401 MELON ST NORFOLK, VA 23523-2009
64.	CITY OF NORFOLK-2ND POLICE PATRO	901 ASBURY AVE NORFOLK, VA 23513-2809
65.	CON - Southside Aquatics Center	1750 CAMPOSTELLA RD NORFOLK, VA 23523-0000
66.	City of Norfolk Franchise Video	STE A 150 PARK AVE NORFOLK, VA 23510-2712
67.	NPS	
68.	SHERWOOD FOREST ELEMENTARY	3035 SHERWOOD FOREST LN NORFOLK, VA 23513-3721
69.	NORVIEW ELEMENTARY SCHOOL	6401 CHESAPEAKE BLVD NORFOLK, VA 23513-1905
70.	NORVIEW JR HIGH SCHOOL	6325 SEWELLS POINT RD NORFOLK, VA 23513-3226
71.	Larrymore Elementary School	7600 HALPRIN DR NORFOLK, VA 23518-4431
72.	LITTLE CREEK ELEMENTARY SCHOOL	7900 TARPON PL NORFOLK, VA 23518-3322
73.	LITTLE CREEK PRIMARY SCHOOL	7901 NANCY DR NORFOLK, VA 23518-3319
74.	GRANBY HIGH SCHOOL	7101 GRANBY ST NORFOLK, VA 23505-4013
75.	AZALEA GARDEN JR HIGH SCHOOL	7721 AZALEA GARDEN RD NORFOLK, VA 23518-4503
76.	SUBURBAN PARK ELEMENTARY SCHOOL	310 THOLE ST NORFOLK, VA 23505-4247
77.	LAFAYETTE-WINONA MIDDLE SCHOOL	3425 TIDEWATER DR NORFOLK, VA 23509-0000
78.	TARRALLTON ELEMENTARY SCHOOL	2080 TARRALLTON DR NORFOLK, VA 23518-3012
79.	STUART ELEMENTARY SCHOOL	401 VIRGINIA AVE NORFOLK, VA 23508-0000

80.	GRANBY ELEMENTARY SCHOOL	7101 NEWPORT AVE NORFOLK, VA 23505-3903
81.	OCEAN AIR ELEMENTARY SCHOOL	600 DUDLEY AVE NORFOLK, VA 23503-3502
82.	CALCOTT ELEMENTARY SCHOOL	137 E WESTMONT AVE NORFOLK, VA 23503-4847
83.	Poplar Halls Elementary School	5523 PEBBLE LN NORFOLK, VA 23502-4409
84.	BALLENTINE SCHOOL LIBRARY	2415 BALLENTINE BLVD NORFOLK, VA 23509-2205
85.	BAYVIEW ELEMENTARY SCHOOL	1434 E BAYVIEW BLVD NORFOLK, VA 23503-3944
86.	BOWLING PARK ELEMENTARY SCHOOL -	2861 E PRINCESS ANNE RD NORFOLK, VA 23504-3146
87.	NPS - BERKLEY CAMPESTELLA	1530 CYPRESS ST NORFOLK, VA 23523-1902
88.	EAST OCEANVIEW PRIMARY SCHOOL	9520 20TH BAY ST NORFOLK, VA 23518-6231
89.	INGLESIDE ELEMENTARY SCHOOL	976 INGLESIDE RD NORFOLK, VA 23502-3224
90.	JACOX ELEMENTARY SCHOOL	1300 MARSHALL AVE NORFOLK, VA 23504-2930
91.	MAURY HIGH SCHOOL	322 SHIRLEY AVE NORFOLK, VA 23517-2263
92.	MONROE ELEMENTARY SCHOOL	2910 NEWPORT AVE NORFOLK, VA 23508-0000
93.	NORTHSIDE MIDDLE SCHOOL	8720 GRANBY ST NORFOLK, VA 23503-4820
94.	TAYLOR ELEMENTARY SCHOOL	1129 W PRINCESS ANNE RD NORFOLK, VA 23507-0000
95.	EASTON PRESCHOOL - NPS	6045 CURLEW DR NORFOLK, VA 23502-4713
96.	GHENT ELEMENTARY SCHOOL	200 SHIRLEY AVE NORFOLK, VA 23517-2214
97.	LAKE TAYLOR HIGH SCHOOL	1384 KEMPSVILLE RD NORFOLK, VA 23502-2206
98.	NORVIEW HIGH SCHOOL - NPS	1 MIDDLETON PL NORFOLK, VA 23513-0000
99.	SEWELLS POINT ELEMENTARY SCHOOL	7928 HAMPTON BLVD NORFOLK, VA 23505-1203
100.	TIDEWATER PARK ELEMENTARY SCHOOL	1045 E BRAMBLETON AVE NORFOLK, VA 23504-3307
101.	BOOKER T WASHINGTON HIGH SCHOOL	1111 PARK AVE NORFOLK, VA 23504-3619
102.	Blair Middle School	730 SPOTSWOOD AVE NORFOLK, VA 23517-2010
103.	WILLOUGHBY ELEMENTARY SCHOOL	9500 4TH VIEW ST NORFOLK, VA 23503-1410
104.	YOUNG PARK ELEMENTARY	543 E OLNEY RD NORFOLK, VA 23510-2918
105.	CHESTERFIELD ELEMENTARY SCHOOL	2915 WESTMINSTER AVE NORFOLK, VA 23504-4531
106.	LAKE TAYLOR MIDDLE SCHOOL	1380 KEMPSVILLE RD NORFOLK, VA 23502-2206

107.	FAIRLAWN ELEMENTARY SCHOOL	1132 WADE ST NORFOLK, VA 23502-2829
108.	TUCKER ELEMENTARY SCHOOL	2300 BERKLEY AVE EXT NORFOLK, VA 23523-2003
109.	NORFOLK CITY SCHOOL ADMIN MEDIA	OFC 800 E CITY HALL AVE NORFOLK, VA 23510-2723
110.	NORFOLK CITY SCHOOL MAINTENANCE	966 BELLMORE AVE NORFOLK, VA 23504-4103
111.	NPS TANNERS CREEK ELEMENTARY - N	1335 LONGDALE DR NORFOLK, VA 23513-4741
112.	MADISON SECONDARY SCHOOL	1091 W 37TH ST NORFOLK, VA 23508-0000
113.	VO TECH	1330 N MILITARY HWY NORFOLK, VA 23502-2230
114.	WILLARD ELEMENTARY - NPS	1511 WILLOW WOOD DR NORFOLK, VA 23509-1307
115.	CORONADO SCHOOL	1025 WIDGEON RD NORFOLK, VA 23513-3016
116.	NORFOLK CITY DETENTION HOME	1309 KEMPSVILLE RD NORFOLK, VA 23502-2205
117.	ST MARYS ACADEMY	921 HOLT ST NORFOLK, VA 23504-4244
118.	CAMP ALLEN ELEMENTARY SCHOOL	501 C ST NORFOLK, VA 23505-1450
119.	Norfolk Skill Center	922 W 21ST ST NORFOLK, VA 23517-1516
120.	NORFOLK CHRISTIAN HIGH SCHOOL	255 THOLE ST NORFOLK, VA 23505-4129
121.	HOLY TRINITY SCHOOL	154 W GOVERNMENT AVE NORFOLK, VA 23503-2906
122.	NORFOLK CHRISTIAN ELEMENTARY	255 THOLE ST NORFOLK, VA 23505-4129
123.	STUART GIFTED CENTER	446 VIRGINIA AVE NORFOLK, VA 23508-2954
124.	NORFOLK CHRISTIAN MIDDLE	255 THOLE ST NORFOLK, VA 23505-4129
125.	CHESAPEAKE BAY ACADEMY	5721 SELLGER DR NORFOLK, VA 23502-5239
126.	ST PIUS	7800 HALPRIN DR NORFOLK, VA 23518-4408
127.	PARKDALE SCHOOL	7419 PARKDALE DR NORFOLK, VA 23505-0000
128.	NORFOLK PUBLIC SCHOOLS	APT P-09 800 E CITY HALL AVE NORFOLK, VA 23510-2723
129.	NORFOLK PUBLIC SCHOOLS	STE 1100 800 E CITY HALL AVE NORFOLK, VA 23510-2723
130.	NORFOLK PUBLIC SCHOOLS	STE 1000 800 E CITY HALL AVE NORFOLK, VA 23510-2723
131.	NORFOLK PUBLIC SCHOOL	STE 1200 800 E CITY HALL AVE NORFOLK, VA 23510-2723
132.	NPS DETENTION SCHOOL	1260 SECURITY LN NORFOLK, VA 23502-2215
133.	NORFOLK PUBLIC SCHOOL	STE P01 800 E CITY HALL AVE NORFOLK, VA 23510-2723

134.	AIOS Rosemont	1330 BRANCH RD NORFOLK, VA 23513-1174
135.	NPS Madison Career Center	3700 BOWDENS FERRY RD NORFOLK, VA 23508-2422
136.	NEW CAMPOSTELLA - NPS	2600 E PRINCESS ANNE RD NORFOLK, VA 23504-3137
137.	NPS St. Helena Elementary	903 S MAIN ST NORFOLK, VA 23510-0000
138.	New Coleman Elementary - NPS	2445 PALMYRA ST NORFOLK, VA 23513-4354
139.	New Crossroads Elementary - NPS	8021 OLD OCEAN VIEW RD NORFOLK, VA 23518-3603
140.	Ruffner Middle School - NPS	610 MAY AVE NORFOLK, VA 23504-4301
141.	NPS	3016 E PRINCESS ANNE RD NORFOLK, VA 23504-3159
142.	Richard Bowling Elementary	2700 E PRINCESS ANNE RD NORFOLK, VA 23504-3139
143.	Norfolk Public Schools Franchise	350 W GOVERNMENT AVE NORFOLK, VA 23503-2851

DTA Total	Facility	Address
5	NAUTICUS/CRUISE TERMINAL-CON	1 Waterside Dr
15	CON- POLICE/FIRE ADMINISTRATION	100 Brooke Ave
15	GARDEN OF HOPE INC-CITY OF NORFO	100 Brooke Ave
1	CON - CSB PARK PLACE	101 W 35th St
3	PRETLOW LIBRARY	111 W Ocean View Ave
1	RADIO DISP/CITY OF NORFOLK	1112 Azalea Garden Rd
9	FIRE STATION GRANBY PARK	115 Thole St
1	COMMUNITY SERVICE BOARD	1150 E Little Creek Rd
1	LARCHMONT RECREATION CENTER	1167 Bolling Ave
2	NORFOLK CITY SANITATION DEPT	1176 Pineridge Rd
4	CITY OF NORFOLK (Fleet)	1188 Lance Rd
4	BERKLEY COMMUNITY CENTER	121 W Liberty St
9	FIRE STATION	1211 43rd St
1	JANAF LIBRARY	124 Janaf Pl
11	CITY OF NORFOLK LAMBERTS POINT	1251 W 42nd St
5	DEPT OF UTILITIES	1316 Ballentine Blvd
1	CITY OF NORFOLK-VAN WYCK LIBRARY	1368 Debre Ave
1	NORFOLK COMMUNITY SERVICES BOARD	1408 Moultrie Ave
1	COMMUNITY SERVICES BUREAU	1410 Moultrie Ave
5	BAYVIEW FIRE STATION	1425 Fishermans Rd
7	LAKELAND FIRE STATION	1460 Norview Ave
30	CON- Norfolk Consolidated	150 St Pauls Blvd

1	LAFAYETTE LIBRARY	1610 Cromwell Dr
1	CITY OF NORFOLK-LAKEWOOD DANCE	1612 Willow Wood Dr
2	CON - LAKEWOOD ATHLETICS	1612 Willow Wood Dr
6	GARDEN OF HOPE INC-CITY OF NORFO	1617 Lovitt Ave
1	DIGGS TOWN TMC-CITY OF NORFOLK	1619 Greenleaf Dr
6	FIRE STATION LOCH HAVEN	1650 W Little Creek Rd
1	Oakleaf Community Resource Center	1704 Greenleaf Drive
1	CITY OF NORFOLK-CAMPOSTELLA RESO	1714 Mount Vernon Ave
3	CON - SOUTHSIDE AQUATICS CENTER	1750 Campostella Rd
5	FIRE STATION #13	176 Maple Ave
3	THERAPEUTIC RECREATION CENTER	180 E Evans St
6	CITY OF NORFOLK-CBS RESIDENTAL	1826 E Bayview Blvd
22	SCOPE	201 E Brambleton Ave
2	SCOPE	201 E Brambleton Ave
6	NORFOLK CITY TARRALLTON COMM CTR	2100 Tarrallton Dr
5	CITY OF NORFOLK (Storm Water)	2205 Mckann Ave
2	CITY OF NORFOLK (Streets & Bridges)	2205 Mckann Ave
2	CON- CSB ADMIN	225 W Olney Rd
1	CITY OF NORFOLK-NCSB-WAINWRIGHT	229 W Bute St
5	CITY OF NORFOLK - PARKING	230 E Main St
2	CITY OF NORFOLK BOXING FACILITY	2500 Barraud Ave
2	FIRE STATION #2	2501 Church St
10	CON - STANHOPE HOUSE	2715 Stanhope Ave
2	DEPT. OF PARKS & RECREATION	2839 Dana St
13	BUILDING MAINTENANCE FACILITY	2840 Dana St
2	GRANDY VILLAGE COMMUNITY CENTER	2971 Kimball Loop
1	NORFOLK CITY DEPT OF UTILITIES (Youngs	310 Whitaker Ln (put Youngs Terrace)
4	FIRE STATION LAFAYETTE	3127 Verdun Ave
30	Norfolk City Police Precinct	3661 E Virginia Beach Blvd
36	NORFOLK CITY POLICE PRECINCT	3661 E Virginia Beach Blvd
3	CITY OF NORFOLK WATER TREATMENT	3719 Parker Ave
3	NORFOLK COMMUNITY SERVICES BOARD	3755 E Virginia Beach Blvd
10	CITY OF NORFOLK (GMB)	401 Monticello Ave
5	FIRE STATION 10	4100 E Virginia Beach Blvd
17	FIRE STATION #1	450 Saint Pauls Blvd
2	CITY OF NORFOLK TRAFFIC OPS CTR	4505 Patent Rd
4	Sherwood Forest Community Center	4537 Little John Drive
2	THE DEPARTMENT OF DEVELOPMENT	500 E Main St
5	CITY OF NORFOLK PARKS &	501 Boush St
7	FIRE STATION-BERKLEY STA #8	526 Frederick St
	BERKLEY LIBRARY (Now Horace C Downing	555 E Liberty St
6	CON - CSB	5809 Hartwick Dr
5	FIRE STATION 4	5809 Poplar Hall Dr
5	FIRE STATION-GLENROCK	5909 Poplar Hall Dr

3	Ocean View Senior Center	600 E Ocean View Ave
6	CITY OF NORFOLK-MOORES BRIDGES	6040 Water Works Rd
1	PARK PLACE COMMUNITY CENTER	606 W 29th St
4	CON - NORVIEW RECREATION CENTER	6380 Sewells Point Rd
1	LARCHMONT LIBRARY	6525 Hampton Blvd
4	NORVIEW COMMUNITY CENTER	6800 Sewells Point Rd
1	NORFOLK POLICE DEPT BEACH PATROL	700 E Ocean View Ave
2	CON- VIVIAN MASON ARTS AND TECH	700 E Olney Rd
10	FIRE TRAINING CENTER	7120 Granby St
2	NORFOLK PARAMEDICS	714 Pembroke Ave
15	NORFOLK FITNESS & WELLNESS CNTR	7300 Newport Ave
5	CITY OF NORFOLK-FIRE COMPLEX	736 Cecelia St
4	DEPARTMENT OF HUMAN SERVICES	741 Monticello Ave
4	COMMUNITY SERVICE BOARD	7460 Tidewater Dr
5	Fire Station	748 Cecelia St
7	TITUSTOWN RECREATION CENTER	7545 Diven St
30	NORFOLK CITY POLICE 2ND PRECINCT	7665 Sewells Point Rd
1	LITTLE CREEK LIBRARY	7857 Tarpon Pl (Address is 7853 Tarpon
6	FIRE STATION CAMELLIA GRDENS	7924 Camellia Rd
10	City of Norfolk Juv/ Domestic	800 E City Hall Ave
6	NORFOLK COMMONWEALTH ATTORNEY'S	800 E City Hall Ave
4	NORFOLK CITY VICTIM WITNESS ROOM	800 E City Hall Ave
2	NORFOLK CITY PRODUCTION ROOM	800 E City Hall Ave
1	NORFOLK CITY COMMUNICATIONS OFFC	800 E City Hall Ave
2	NORFOLK CITY 9TH & 12TH FLR (school board)	800 E City Hall Ave
1	JUDGE MASSEY JUVENILE & DOMESTIC	801 E City Hall Ave
1	YOUNGS TERRACE NEIGHBOR/REC/CTR	804 Whitaker Ln
1	YOUNG TERRACE TMC-CITY OF NORFOL	823 Smith St
6	HUNTERSVILLE COMMUNITY CENTER	830 Goff St
1	Community Services Board	861 Monticello Ave
4	CON - BAYVIEW COMMUNITY CENTER	8613 Willow Ter
1	BLYDEN BRANCH LIBRARY	879 E Princess Anne Rd
2	MERRIMAC LANDING REC CENTER	8809 Monitor Way
31	CITY OF NORFOLK-2ND POLICE PATRO	901 Asbury Ave
1	CENTRAL ENERGY PLANT	920 E Main St
4	NORFOLK CITY COMMUNITY SERVICES	925 S Main St
2	CON - INGLESIDE RECREATION	948 Ingleside Rd
2	EAST OCEAN VIEW REC CTR	9520 20th Bay St
1	CITY OF NORFOLK (Jordan-Newby Branch	961 Park Ave

**EXHIBIT C**  
**FRANCHISE FEE PAYMENT WORKSHEET**

REVENUE SOURCE	NUMBER OF SUBSCRIBERS	GROSS REVENUE	5% FRANCHISE FEE	YTD
Basic Cable Service				
Expanded Basic				
Premium services				
Pay-Per-Channel				
Pay-Per-View				
Installation				
Shopping Channels				
Advertising Sales				
Equipment Rental				
Administrative Fees				
Other Income				
Other				
<b>TOTAL</b>				

Verified and submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attachment: Cox Amended Franchise Agreement March 2022 (Cox Communications Franchise Agreement)

**EXHIBIT D**  
**COMMUNICATIONS SERVICES AGREEMENT**

Attachment: Cox Amended Franchise Agreement March 2022 (Cox Communications Franchise Agreement)